

# CONCILIATION AGREEMENT

Between the

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

And

**HP INC.**

## **I. PRELIMINARY STATEMENT.**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Hewlett-Packard Company (“HPC”) establishments located at 11311 West Chinden Boulevard, Boise, Idaho and 16399 West Bernardo Drive, San Diego, California, beginning on April 25, 2013 and July 14, 2015, respectively. HP Inc. (“Contractor”) assumed responsibility for these compliance reviews after HPC split into the Contractor and Hewlett Packard Enterprise (“HPE”) in November 2015. OFCCP also evaluated the Contractor’s establishment located at 1501 Page Mill Road, Palo Alto, California beginning on November 1, 2015.

In the interest of resolving these compliance reviews, OFCCP and the Contractor 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 the Contractor’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973 as amended (“Section 503”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (“VEVRAA”) based on the preliminary findings alleged in the predetermination notice. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below, until this Agreement terminates, as set forth in Section VI.4 below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review the Contractor’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Upon reasonable notice, the Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves the Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. The Contractor 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. The Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
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 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.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (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 the Contractor submits its final progress report required in Section VI, below, unless OFCCP notifies the Contractor in writing before the expiration date that the Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that the Contractor has met all of its obligations under the Agreement.
11. If OFCCP alleges the Contractor has violated this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send the Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If the Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings

may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- b. The Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violating this Agreement.
- 12. The Contractor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying preliminary findings or 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 E, 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. PRELIMINARY FINDINGS AND REMEDIES.**

**PRELIMINARY FINDING:** On February 5, 2020, OFCCP issued preliminary determination notices related to HPC’s Boise (2012) and San Diego (2015) compliance reviews, which included allegations that HPC paid certain subgroups of employees within these establishments differently based on gender. The Contractor denies the Agency’s preliminary determinations.

Nevertheless, the Contractor is agreeing to the terms and remedies in this Agreement to resolve the Agency’s below preliminary determinations and to conclude these compliance reviews.

#### **1. BOISE, IDAHO.**

- i. Preliminary Findings: During the compliance review, OFCCP preliminarily found that as of at least October 31, 2011 and October 31, 2012 (the compensation snapshot dates provided), HPC was not in compliance with 41 CFR § 60-1.4(a)(1) and § 202(1). Specifically, HPC failed to afford equal employment opportunity to sixty-nine (69) female employees in Software Engineering (Systems) roles and seventy-seven

(77) female employees in Project/Program Management roles by paying them less than male employees in the affirmative action plan.

OFCCP preliminarily found statistically significant pay disparities based on gender among employees in certain engineering roles that it could not explain by applying gender-neutral factors.

## 2. **SAN DIEGO, CALIFORNIA.**

- i. **Preliminary Findings:** During the compliance review, OFCCP preliminarily found that as of at least January 1, 2014 and January 1, 2015 (the compensation snapshot dates provided), HPC is not in compliance with 41 CFR § 60-1.4(a)(1) and § 202(1). Specifically, HPC failed to afford equal employment opportunity to forty-one (41) female employees in Electrical/Hardware Engineering, nine (9) female employees in General Engineering roles, and eight (8) female employees in Mechanical Hardware roles by paying them less than male employees in the affirmative action plan.

OFCCP preliminarily found statistically significant pay disparities based on gender among employees in certain engineering roles that it could not explain by applying gender-neutral factors.

## **IV. FINANCIAL SETTLEMENT.**

### 1. **Settlement Fund.**

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, the Contractor will deposit a total of \$1,023,000 in an FDIC-insured interest-bearing account maintained by the Contractor at the prevailing interest rate. By the deadline set forth in the Timeline, the Contractor will notify OFCCP when this action is complete and provide appropriate documentation, 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. By the dates set forth in the Timeline, the Contractor will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. The Contractor'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. The Contractor will be responsible for any banking account fees.

b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$797,726 in back pay and \$225,274 in interest to resolve specific preliminary findings set forth above, as follows:

1. **Boise, ID:** \$555,224 in back pay and \$170,776 in interest
2. **San Diego, CA:** \$242,502 in back pay and \$54,498 in interest

2. **Allocation.**

a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible class members 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 taxes and insurance premiums.

b. **Affected Class Members Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Class Members (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Class Member(s)"). These individuals will be listed on the Final List of Eligible Class Members ("Final List"). OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms provided in this Agreement.

c. **Payments to Eligible Class Members.** OFCCP will provide the Contractor a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. The Contractor will issue checks or make electronic payments to each Eligible Class Member in the stated amount by the date set forth on the Timeline. The Contractor will provide OFCCP with 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 one hundred eighty (180) days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, the Contractor will make a second distribution, if such distribution will amount to at least \$30.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts in accordance with the Timeline. If any funds remain unclaimed, they shall revert back to the Contractor to be used for EEO training.

e. **Tax Payments, Forms and Reporting.** The Contractor will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. The Contractor shall mail to each Eligible Class Member 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 Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No

Eligible Class Member 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 the Contractor Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner.
- b. **Notice Documents.** The Contractor will send to each Affected Class Member identified in Attachment A a Notice to Affected Class Members (“Notice”), an Information Verification Form (“Verification Form”), and a Release of Claims under the Executive Order 11246 (Release”), consistent with the sample documents contained in Attachment B. The Notice 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 E sets forth the agreed Timeline for Notice and for the parties’ other obligations under this Agreement.
- d. **Search for Affected Class Members.** OFCCP shall provide the Contractor with complete contact information in its possession on the Affected Class Members by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Class Members.** The Contractor will provide Notice, Verification Form, and Release by regular first-class mail. The Contractor 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 Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, the Contractor will re-mail the Notice Documents within fifteen (15) 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 Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Affected Class Member to respond to the Notice Documents will be set forth in these documents but shall be no less than one hundred twenty (120) days from the Effective Date.
- g. **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 regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Class Member with questions or concerns.

- h. **Exchange of Information Regarding Affected Class Members.** The Contractor and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Class Members.** The Final List will include all Affected Class Members who timely respond to the Notice and return the Verification Form and Release of Claims 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 meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potential eligible class members 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. The Contractor will provide to OFCCP any information in its possession necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Contractor will provide similar documentation on the second distribution.
- k. **The Contractor's Expenses.** The Contractor 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. NONMONETARY RELIEF.**

For the two facilities addressed in this agreement, the Contractor agrees to the following:

1. **Self-Analysis of Pay Disparities:** Pursuant to 41 CFR § 60-2.17(b), the Contractor will review annually its compensation policies and practices to ensure they comply with 41 CFR § 60-1.4(a)(1). If any disparities in compensation against female employees cannot be explained by legitimate factors, then the Contractor will remedy such disparities through salary adjustments. If compensation decisions have an adverse impact on female employees, the Contractor will consider alternative practices that satisfy business necessity without causing a disparity.
2. **Revised Policies and Procedures.** The Contractor must agree to review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal

opportunity for all its employees as required by 41 CFR § 60-1.4(a). All of the Contractor's pay practices must ensure nondiscrimination in rates of pay or other forms of compensation.

## **VI. TECHNICAL VIOLATIONS AND REMEDIES.**

The February 5 predetermination notices also included certain technical violations. The Contractor denies these alleged violations. Nevertheless, the Contractor is agreeing to the terms and remedies in this Agreement to resolve the below alleged technical violations and to conclude these compliance reviews.

**VIOLATION 1:** OFCCP found that HPC was not in compliance with 41 C.F.R. §§ 60-2.17(b)-(d). Specifically, given the compensation indicators at the Boise and San Diego establishments, it is apparent that HPC failed to conduct in-depth analyses of its total employment process, including evaluating its compensation system to determine whether there were gender-based pay disparities. As a result, HPC failed to develop and execute appropriate action-oriented programs designed to correct the pay disparities between female and male employees in certain engineering roles. HPC also failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, including identifying barriers to equal employment opportunity, particularly with regard to female employees in certain engineering roles.

**REMEDY:** Effective immediately, the Contractor will ensure it has developed and executed action-oriented programs designed to correct any identified problems and attain established goals and objectives. The Contractor must ensure that its action-oriented programs consist of more than the same procedures which have previously produced inadequate results. The Contractor must make good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

**VIOLATION 2:** OFCCP found that the Contractor is not in compliance with 41 C.F.R. §§ 60-2.12(a) and (b). Specifically, the Contractor constructs job groups at the corporate level and not by individual establishment. As a result, job groups within the San Diego AAP contain few employees, and in many instances only one employee. For example, there were 11 job groups within the 2015 AAP that had only one employee. Twenty-five job groups had fewer than five (5) employees.

**REMEDY:** The Contractor submitted job groups combining job titles within the contractor's individual establishment with similar content, wage rates, and opportunities.

## **VII. OFCCP MONITORING PERIOD.**

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

2. **Progress Reporting.**

a. **Submission.** The Contractor will submit reports to:

Sean Ratliff District Director  
OFCCP, San Diego District Office  
550 W. C Street, Suite 900  
San Diego, California 92101

b. **Progress Report 1.** On or before July 1, 2021, the Contractor agrees to furnish OFCCP with the following:

- i. A statement from the Contractor confirming that it conducted the analysis described in Section V(1), and that unexplained and statistically significant disparities against females in roles in the groups referenced in Section III.1 of this Agreement for Boise, Idaho and Section III.2 of this Agreement for San Diego, California, if any, have been remedied through salary adjustments.
- ii. A statement from the Contractor confirming that it has reviewed its pay policies, as described in Section V(2), and documentation of any revisions as a result of this review; and
- iii. Documentation of the payment to employees listed on the Final Class List.

c. **Progress Report 2.** On or before July 1, 2022, the Contractor agrees to furnish OFCCP with the following:

- i. A statement from the Contractor confirming that it conducted the analysis described in Section V(1), and that unexplained and statistically significant disparities against females in roles in the groups referenced in Section III.1 of this Agreement for Boise, Idaho and Section III.2 of this Agreement for San Diego, California, if any, have been remedied through salary adjustments.
- ii. A statement from the Contractor confirming that it has reviewed its pay policies, as described in Section V(2), and documentation of any revisions as a result of this review; and
- iii. Documentation of the payment to employees listed on the Final Class List if needed.

3. **Privilege.** The Contractor is not waiving the attorney-client privilege, the attorney work product doctrine, or any other legitimate protection from disclosure.

4. **Confidentiality.** The Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports the Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, the Contractor 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 extent allowed by law.
5. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed or two years from the Effective Date whichever is later. The monitoring period will close once OFCCP accepts the Contractor's final progress report as set forth in Section VI(2), above. If OFCCP fails to notify the Contractor in writing within sixty (60) days of the date of the final progress report that the Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report. If OFCCP notifies the Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines the Contractor has met all of its obligations under the Agreement.

#### **VIII. SIGNATURES.**

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

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

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

Michelle VonderHaar  
Deputy General Counsel and  
Assistant Secretary  
HP Inc.  
Palo Alto, CA

DATE: September 30, 2020

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

Jane Suhr  
Regional Director, Pacific Region  
Office of Federal Contract  
Compliance Programs

DATE: September 30, 2020

Attachments:

- A1. List of Affected Class Members Boise, ID
- A2. List of Affected Class Members San Diego, CA
- B1. Notice to Affected Class Boise, ID
- B2. Notice to Affected Class San Diego, CA
- C. Information Verification Form
- D1. Release of Claims Boise, ID
- D2. Release of Claims San Diego, CA
- E. Timeline

**Attachment A1**

**HP Inc.**

**Pacific Region - Boise, Idaho**

<b>Number</b>	<b>Region</b>	<b>Establishment</b>	<b>Group</b>	<b>Class Member ID</b>
1	Pacific	Boise	Project/Program Management	(b) (6), (b) (7)(C)
2	Pacific	Boise	Project/Program Management	
3	Pacific	Boise	Project/Program Management	
4	Pacific	Boise	Project/Program Management	
5	Pacific	Boise	Project/Program Management	
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36	Pacific	Boise	Project/Program Management	

37	Pacific	Boise	Project/Program Management	(b) (6), (b) (7)(C)
38	Pacific	Boise	Project/Program Management	
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121	Pacific	Boise	SW Engineering Systems
122	Pacific	Boise	SW Engineering Systems

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



123	Pacific	Boise	SW Engineering Systems	(b) (6), (b) (7)(C)
124	Pacific	Boise	SW Engineering Systems	
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145	Pacific	Boise	SW Engineering Systems	
146	Pacific	Boise	SW Engineering Systems	

**Attachment A2**

**HP Inc.**

**Pacific Region – San Diego, California**

<b>Number</b>	<b>Region</b>	<b>Establishment</b>	<b>Group</b>	<b>Class Member ID</b>
1	Pacific	Rancho Bernardo	Electrical Hardware	(b) (6), (b) (7)(C)
2	Pacific	Rancho Bernardo	Electrical Hardware	
3	Pacific	Rancho Bernardo	Electrical Hardware	
4	Pacific	Rancho Bernardo	Electrical Hardware	
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19	Pacific	Rancho Bernardo	Electrical Hardware	
20	Pacific	Rancho Bernardo	Electrical Hardware	

21	Pacific	Rancho Bernardo	Electrical Hardware	(b) (6), (b) (7)(C)
22	Pacific	Rancho Bernardo	Electrical Hardware	
23	Pacific	Rancho Bernardo	Electrical Hardware	
24	Pacific	Rancho Bernardo	Electrical Hardware	
25	Pacific	Rancho Bernardo	Electrical Hardware	
26	Pacific	Rancho Bernardo	Electrical Hardware	
27	Pacific	Rancho Bernardo	Electrical Hardware	
28	Pacific	Rancho Bernardo	Electrical Hardware	
29	Pacific	Rancho Bernardo	Electrical Hardware	
30	Pacific	Rancho Bernardo	Electrical Hardware	
31	Pacific	Rancho Bernardo	Electrical Hardware	
32	Pacific	Rancho Bernardo	Electrical Hardware	
33	Pacific	Rancho Bernardo	Electrical Hardware	
34	Pacific	Rancho Bernardo	Electrical Hardware	
35	Pacific	Rancho Bernardo	Electrical Hardware	
36	Pacific	Rancho Bernardo	Electrical Hardware	
37	Pacific	Rancho Bernardo	Electrical Hardware	
38	Pacific	Rancho Bernardo	Electrical Hardware	
39	Pacific	Rancho Bernardo	Electrical Hardware	
40	Pacific	Rancho Bernardo	Electrical Hardware	
41	Pacific	Rancho Bernardo	Electrical Hardware	
42	Pacific	Rancho Bernardo	General Engineering	
43	Pacific	Rancho Bernardo	General Engineering	

44	Pacific	Rancho Bernardo	General Engineering	(b) (6), (b) (7)(C)
45	Pacific	Rancho Bernardo	General Engineering	
46	Pacific	Rancho Bernardo	General Engineering	
47	Pacific	Rancho Bernardo	General Engineering	
48	Pacific	Rancho Bernardo	General Engineering	
49	Pacific	Rancho Bernardo	General Engineering	
50	Pacific	Rancho Bernardo	General Engineering	
51	Pacific	Rancho Bernardo	Mechanical Hardware	
52	Pacific	Rancho Bernardo	Mechanical Hardware	
53	Pacific	Rancho Bernardo	Mechanical Hardware	
54	Pacific	Rancho Bernardo	Mechanical Hardware	
55	Pacific	Rancho Bernardo	Mechanical Hardware	
56	Pacific	Rancho Bernardo	Mechanical Hardware	
57	Pacific	Rancho Bernardo	Mechanical Hardware	
58	Pacific	Rancho Bernardo	Mechanical Hardware	

## ATTACHMENT B1

### NOTICE TO AFFECTED CLASS

Dear [name]:

HP Inc. (HPI) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve a potential violation of Executive Order 11246 (E.O. 11246) that OFCCP preliminarily found during a compliance review of Hewlett-Packard Company's (HPC) Boise, Idaho facility. OFCCP preliminarily found that as of October 31, 2012, HPC may have paid certain female employees in certain roles less per year than males at the same location. HPI denies that HPC violated E.O. 11246. There has not been any adjudicated finding that HPC violated any laws. OFCCP and HPI entered into the Agreement to resolve the matter without further proceedings.

You have been identified as one of the individuals who worked in Software Engineering (Systems) or Project/Program Management roles. Under the Agreement, you may be eligible to receive a payment of *at least* \$ \_\_\_\_\_ (less deductions required by law). Under the terms of the Agreement it may take up to [number] 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 Information Verification Form and Release of Claims Under Executive Order 11246. These documents should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

*[Name]*  
*[Position]*  
*[HPI]*  
*[Address]*

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

If you have any questions you may call [name] at HPI at [phone number], or OFCCP Compliance Officer [name] at [phone number]. Your call will be returned as soon as possible.

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

Sincerely,

*[Name]*

Enclosures

Information Verification Form  
Release of Claims Form

ATTACHMENT B2

NOTICE TO AFFECTED CLASS

Dear [name]:

HP Inc. (HPI) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve a potential violations of Executive Order 11246 (E.O. 11246) that OFCCP preliminarily found during a compliance review of Hewlett-Packard Company's (HPC) San Diego, California facility. OFCCP preliminarily found that as of January 1, 2015, HPC may have paid certain female employees in certain roles less per year than males at the same location. HPI denies that HPC violated E.O. 11246. There has not been any adjudicated finding that HPC violated any laws. OFCCP and HPI entered into the Agreement to resolve the matter without further proceedings.

You have been identified as one of the individuals who worked in Electrical/Hardware Engineering, Mechanical Engineering or General Engineer Engineering roles. Under the Agreement, you may be eligible to receive a payment of at least \$ \_\_\_\_\_ (less deductions required by law). Under the terms of the Agreement it may take up to [number] 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 Information Verification Form and Release of Claims Under Executive Order 11246. These documents should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]  
[Position]  
[HPI]  
[Address]

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

If you have any questions you may call [name] at HPI at [phone number], or OFCCP Compliance Officer [name] at [phone number]. Your call will be returned as soon as possible.

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

Sincerely,

*[Name]*

Enclosures

Information Verification Form  
Release of Claims 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 (Agreement) between HPI and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email \_\_\_\_\_

Notify HPI at the address below if your address, email address or phone number changes within the next twelve (12) months.

For purposes of this settlement, it is necessary to verify your gender:

Male [ ] Female [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[DATE CLASS MEMBERS MUST RESPOND]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

*[Name]*  
*[Address]*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D1 – Boise, ID**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

*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 HP Inc. (HPI) paying you money, you agree that you will not file any lawsuit against HPI, for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of [*insert protected bases*] [*positions*]. It also says that HPI 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 the payment of at least \$[XXX] (less deductions required by law) by HPI to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I.**

I hereby waive, release and forever discharge HPI, Hewlett Packard Enterprise Co., DXC Technology Company, Micro Focus International Ltd., Perspecta Inc., and their 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 gender at any time prior to the date of my signature on this Release. By signing this Release, 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 HPI through the effective date of this Release.

**II.**

I understand that HPI denies that it treated me unlawfully or unfairly in any way and that HPI 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 April 25, 2013. I further agree that the payment of the aforesaid sum by HPI to me is not to be construed as an admission of any liability by HPI.

**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 HPI.

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

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

\_\_\_\_\_  
Signature

**ATTACHMENT D2 – San Diego, California**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

*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 HP Inc. (HPI) paying you money, you agree that you will not file any lawsuit against HPI for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of [*insert protected bases*] [*positions*]. It also says that HPI 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 the payment of at least \$[XXX] (less deductions required by law) by HPI to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I.**

I hereby waive, release and forever discharge HPI, Hewlett Packard Enterprise Co., DXC Technology Co., Micro Focus International Ltd., Perspecta Inc., and their 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 gender or race at any time prior to the date of my signature on this Release. By signing this Release, 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 HPI through the effective date of this Release.

**II.**

I understand that HPI denies that it treated me unlawfully or unfairly in any way and that HPI 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 July 14, 2015. I further agree that the payment of the aforesaid sum by HPI to me is not to be construed as an admission of any liability by HPI.

**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 HPI.

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

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

\_\_\_\_\_  
Signature

**ATTACHMENT E - TIMELINE**

	<b>Company Name: HPI</b>		<b>-</b>
	<b>Effective Date of Conciliation Agreement:</b>		<b>09/30/2020</b>
<b>Action Number</b>	<b>Action Required</b>	<b>Number of Calendar Days from Effective Date</b>	<b>Due Date</b>
1	Deposit Settlement Funds into interest bearing account.	30	10/30/2020
2	Notify OFCCP funds have been deposited and provide appropriate banking documentation.	40	11/09/2020
3	Mail Notification Documents (First Mailing); Include postage-paid envelope	51	11/20/2020
4	Initial Mail Notice are returned with forwarding addresses, re-mail the Notice Documents within 15 days.	65	12/04/2020
5	OFCCP and HP will meet and confer to assess the results of the Initial Mail Notice. Parties will discuss Technical Assistance Section IV 3. f. HP and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.	79	12/18/2020
6	Mail Notification Documents (Second Mailing); Include postage-paid envelope within 10 days of the meeting above.	10	12/28/2020
7	Deadline to meet Class eligibility requirements.	120	01/28/2021
8	Contractor provides OFCCP with the final list.	140	02/17/2021
9	OFCCP will review final list and send the contractor the final payments to the Affected Class Members.	150	02/27/2021

10	Distribute the funds to Eligible Class Members.	180	03/29/2021
11	HP will provide OFCCP with documentation of all payments made and any payments returned undelivered or any checks not cashed.	240	05/28/2021
12	OFCCP will research for Affected Class Members who did not cash the check and provide the contractor with updated information and address.	260	06/17/2021
	If necessary (at least \$30), HP will make a second monetary distribution to all Eligible Class Members who cashed their first check.	289	07/16/2021
	PROGRESS REPORTS		
13	Progress Report 1 Due: A statement from the Contractor confirming that it conducted the analysis described in Section V(1), review of the pay policies and documentation of payment to Affected Class Members.		07/01/2021
14	Progress Report 2 Due: A statement from the Contractor confirming that it conducted the analysis described in Section V(1), review of the pay policies and documentation of payment to Affected Class Members.		07/01/2022
15	<b>Expiration date of CA (60 days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):</b>	<b>60</b>	<b>08/30/2022</b>