

## Conciliation Agreement

Between

The U.S. Department of Labor Office of Federal Contract Compliance Programs

And

Hewlett Packard Enterprise Company Concerning the Former Hewlett-Packard Company

### **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the following Hewlett-Packard Company establishments:

- (1) 3404 E Harmony Road, Fort Collins, CO (“HP- CO05”)
- (2) 11445 Compaq Center Drive West, Houston, TX (“HP-TX08”)

OFCCP shared its preliminary findings with Hewlett Packard Enterprise Company<sup>1</sup> (“the Contractor”) through Pre-Determination Notices (“PDN”) issued on February 13, 2020 for the HP-CO05 Fort Collins location and on April 17, 2020 for the HP-TX08 Houston location. The PDNs allege that Hewlett-Packard Company failed to comply with Executive Order 11246 as amended (“E.O. 11246” or “the Executive Order”) and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60. Although the Contractor voluntarily assumed responsibility for these reviews, it nonetheless disagrees with OFCCP’s findings and denies any allegations of a failure to comply with E.O. 11246.

In the interest of resolving these preliminary findings without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Contractor (“the parties”) enter into this Conciliation Agreement (“Conciliation Agreement” or “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 Section Era Veterans’ Readjustment Assistance Act of 1974, as amended (“VEVRAA”) based on the violations alleged in the PDN. 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. Nothing in this

---

<sup>1</sup> In 2015, Hewlett-Packard Company ceased to exist. At that time, a new company, Hewlett Packard Enterprise Company (“the Contractor”), acquired the workforce at the subject establishments and voluntarily assumed responsibility for OFCCP’s compliance evaluation of the past practices at this establishment.

---

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. 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 Southwest and Rocky Mountain Regional Director (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 VIII, 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 the Contractor violates 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.
    - iv. In the event of a breach of this Agreement by the Contractor, 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. The Contractor 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.
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 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. Preliminary Findings and Remedies**

OFCCP found that Hewlett-Packard Company was not in compliance with the nondiscrimination requirements of the equal opportunity clause of Executive Order 11246 §

202(1) and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Hewlett-Packard Company's compensation system found statistically significant adverse compensation differences against female employees in the following job families and/or job functions at the reviewed locations as follows:

1. **Preliminary Finding 1:** OFCCP's preliminary analyses indicated that, based on a snapshot of compensation data from November 1, 2012, female employees in the PSS Life Cycle Marketing job family were paid less than male employees in the job family at the HP-CO05 facility located in Ft. Collins, CO.
2. **Preliminary Finding 2:** OFCCP's preliminary analyses indicated that based on a snapshot of compensation data from January 1, 2012, female employees in the Project/Program Management job family were paid less than male employees in the job family at the HP-TX08 facility located in Houston, TX.

During the compliance evaluations, OFCCP reviewed the former Hewlett-Packard Company's employment policies, practices, and records; interviewed management, human resources, AAP/EEO officials, and non-management employees; analyzed individual employee compensation data and other evidence; and conducted onsite inspections of the worksites. OFCCP based its findings on the information gathered from these activities, along with regression analysis of the compensation system controlling for legitimate explanatory pay factors including tenure, management level, location (SAP), grade, time-in-grade, job title/position title, organization unit. Because of these unexplained statistically significant disparities, OFCCP identified female employees in the establishments above who appeared to have been negatively impacted by the compensation practices in effect during the compliance evaluation review periods in 2012 and 2013 ("Affected Employees"). All Affected Employees are listed on Attachment A.

The Contractor disagrees with OFCCP's analysis and denies all allegations of non-compliance.

**Remedy for Findings 1-2:** The Contractor will not engage in any compensation practices and/or policies that unlawfully or adversely impact female employees and take the following mutually agreed actions to resolve these matters:

#### **IV. Financial Remedy**

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

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, the Contractor will deposit a total of \$427,000 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 all employer-paid taxes and all banking account fees.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$350,108 in back pay and \$76,892 in interest to resolve specific violations set forth above, as follows:
  1. **Ft. Collins:** \$66,972 in back pay and \$13,028 in interest
  2. **Houston:** \$283,136 in back pay and \$63,864 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 employees (this includes former employees) as explained in this Section. Individual distributions 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)), insurance premiums, and state or local 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, and whose eligibility is verified ("Eligible Class Members"). 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 amounts 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, all payments returned as undelivered, and all checks not cashed, by the deadline set forth in the Timeline.
- d. **Second Distribution.** Any check that remains uncashed 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 to all Eligible Class Members who cashed their first check. The Contractor will provide OFCCP via email sent to Melissa Speer at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov) a list of Class Members whose check was returned as undeliverable or uncashed. OFCCP will attempt to locate the Eligible Class Members. If OFCCP obtains an alternate address, the Contractor will remail the check to the alternative address. Any check that remains uncashed within 180 days of mailing will be void. With respect to any uncashed funds, if the total amount of uncashed checks would result in a payment of \$30 or more to each Eligible Class Member who cashed their first check, the Contractor shall make a second distribution to those Eligible Class Members who cashed their first check. If the total amount of uncashed funds would result in payments less than \$30 to those Eligible Class Members, the Contractor shall use the uncashed funds to provide additional training in equal employment opportunity to its personnel.

- e. **Tax Payments, Forms and Reporting.** The Contractor will pay the Contractor's 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 or other payments. 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. **Notice Documents.** The Contractor 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 Information Verification Forms. 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, Verification Form, and Release or additions to the materials distributed by Contractor, if proposed by either party.
- b. **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.

- c. **Distribution of Mail Notice to Affected Employees.** The Contractor will provide initial notice by regular first-class mail. The Contractor will send copies of all of the Notice, Verification Form and Release, as described above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee, 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 mailing, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mailing and to ensure that the second round of mailing the documents maximizes the potential response rate.

OFCCP will provide the Contractor with updated information for any second mailing in accordance with the Timeline. The Contractor will send a second mail distribution to Affected Employees with valid addresses who fail to respond to the first mailing unless the parties agree otherwise.

- d. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be set forth in these documents, and be one hundred twenty (120) days from the Effective Date. 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.
- e. **Exchange of Information Regarding Affected Employees.** The Contractor and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- f. **Final List of Eligible Class Members.** The Final List will include all Affected Employees who timely respond to the Notice and submit the Verification Form and Release 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 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 necessary to determine the Final List.
- g. **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 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. In the event of a second

distribution, the Contractor will provide similar documentation on the second distribution.

## V. Modifications to Employment Practices and Other Nonmonetary Relief

For the two facilities addressed in this agreement, HPE 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). This includes monitoring base salary as well as the administration of non-base compensation, benefits and employment actions, for any indication of statistically significant disparities based on race and/or gender and will investigate and remedy any such inequity. If any such disparities cannot be explained by legitimate factors, then the Contractor will remedy such disparities through salary adjustments. The Contractor will also evaluate whether starting salaries, salary increases, promotion decisions, level designation, and job assignments have a disproportionately negative effect on the compensation of female employees. If these 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 will 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 to all its employees as required by 41 CFR 60-1.4(a). All revised pay practices must ensure nondiscrimination in rates of pay or other forms of compensation.
3. **Pay Transparency.** The Contractor agrees to conduct a pay transparency review to confirm its commitment to compliance with 41 CFR 60-1.35. HPE's review will include confirming policy dissemination and review of all locations to confirm pay transparency posters are displayed.
4. The Contractor expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

## VI. Technical Violations for HP-CO05 Fort Collins

**Alleged Violation 1:** Hewlett-Packard Company did not maintain and have available for each job records or other information showing whether the total selection process for that job has an adverse impact on applicants and/or Internet applicants by identifiable gender, race, or ethnic group as set forth in 41 CFR 60-3.4B. Where a total selection process for a job has an adverse impact, covered federal contractors must maintain and have available records or other information showing which components have an adverse impact in accordance with 41 CFR 60-3.15A(2).

**Remedy 1:** The Contractor will maintain and have available records or other information showing whether the total selection process for that job has an adverse impact and will

perform adverse impact determinations of its employment procedures at least annually. Where the total selection process for a job has adverse impact against groups of applicants and/or Internet applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4B, the Contractor will maintain and have available for inspection records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, the Contractor will maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

**Alleged Violation 2:** Hewlett-Packard Company did not maintain and make available for inspection an auditing system or in-depth analyses of its compensation system to measure its effectiveness and to determine whether there are gender or race/ethnicity related disparities, as required by 41 C.F.R. §§ 60-2.17(b)3.

**Remedy 2:** The Contractor will perform, maintain and make available for inspection an in-depth analyses of its compensation system to measure its effectiveness and to determine whether there are gender or race/ethnicity related disparities, in accordance with 41 CFR 60-2.17(b).

## **VII. Technical Violations for HP-TX08 Houston**

**Alleged Violation 3:** Hewlett-Packard Company did not provide upon request records in accordance with 41 CFR 60-1.12 and 41 CFR 60-1.43.

**Remedy 3:** The Contractor will ensure that all records are maintained and provide them to OFCCP upon request in accordance with requirements of 41 CFR § 60-1.12 and 41 CFR 60-1.43.

## **VIII. OFCCP Monitoring Period**

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

### **2. Contractor Reports.**

**Schedule and Instructions.** The Contractor agrees to submit the following:

1. A statement confirming that it conducted its annual self-analysis of pay, as described in Part V above and that unexplained and statistically significant disparities, if any, based on race and/or gender have been remedied through salary adjustments.

2. Documentation of any revised pay policies, as described in Part V above.
3. Confirmation of the pay transparency review, as described in Part V above.
4. Documentation of monetary payments to all Eligible Class Members as specified in Section IV, including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. OFCCP may request copies of canceled checks disbursed by the Contractor to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid. If OFCCP has confirmed payment in Progress Report 1, confirmation of payment will not be required again in Progress Report 2.

#### **b. Progress Reports**

**Progress Report 1:** Report due on July 1, 2021

**Progress Report 2:** Report due on July 1, 2022

The Contractor will submit reports to:

Lauren Blunck, Assistant District Director  
OFCCP, Denver District Office  
1244 Speer Blvd, Suite 540  
Denver, CO 80204

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 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.

**Reports on Modifications to Personnel Practices.** In each Progress Report Contractor will report on all modifications of personnel practices made to date pursuant to Section V, Paragraph 2 of the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

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 the Contractor's final progress report as set forth in Section VIII, Paragraph 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 and the Monitoring Period and this Agreement will terminate. 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 that the Contractor has met all of its obligations under the Agreement.

### IX. Signatures

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hewlett Packard Enterprise Company, 6280 America Center Drive, San Jose, CA 95002. 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.

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

Wayne Whitmer  
People Relations & Compliance Operations  
Hewlett Packard Enterprise Company  
San Jose, California

DATE: 9-30-2020

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

• Melissa L. Speer  
Regional Director, SWARM  
Office of Federal Contract Compliance Programs  
Dallas, Texas

DATE: 9-30-2020

### Attachments:

- A-1 List of Affected Employees – Ft. Collins
- A-2 List of Affected Employees - Houston
- B. Timeline
- C-1 Notice to Affected Class Ft. Collins and Houston
- C-2 Information Verification Form
- C-3 Release of Claims under Executive Order 11246

**ATTACHMENT A-1**

**LIST of AFFECTED EMPLOYEES**

Fort Collins (HP-CO05)

<b>Number</b>	<b>Region</b>	<b>Establishment</b>	<b>PAG</b>	<b>Class Member ID</b>
1	SWARM	Ft. Collins	PSS Life Cycle Marketing	(b) (6), (b) (7)(C)
2	SWARM	Ft. Collins	PSS Life Cycle Marketing	
3	SWARM	Ft. Collins	PSS Life Cycle Marketing	
4	SWARM	Ft. Collins	PSS Life Cycle Marketing	
5	SWARM	Ft. Collins	PSS Life Cycle Marketing	
6	SWARM	Ft. Collins	PSS Life Cycle Marketing	
7	SWARM	Ft. Collins	PSS Life Cycle Marketing	
8	SWARM	Ft. Collins	PSS Life Cycle Marketing	
9	SWARM	Ft. Collins	PSS Life Cycle Marketing	
10	SWARM	Ft. Collins	PSS Life Cycle Marketing	
11	SWARM	Ft. Collins	PSS Life Cycle Marketing	
12	SWARM	Ft. Collins	PSS Life Cycle Marketing	
13	SWARM	Ft. Collins	PSS Life Cycle Marketing	

ATTACHMENT A-2

LIST of AFFECTED EMPLOYEES

Houston (HP-TX08)

Number	Region	Establishment	PAG	Class Member ID
1	SWARM	Houston	Project/Program Management	(b) (6), (b) (7)(C)
2	SWARM	Houston	Project/Program Management	
3	SWARM	Houston	Project/Program Management	
4	SWARM	Houston	Project/Program Management	
5	SWARM	Houston	Project/Program Management	
6	SWARM	Houston	Project/Program Management	
7	SWARM	Houston	Project/Program Management	
8	SWARM	Houston	Project/Program Management	
9	SWARM	Houston	Project/Program Management	
10	SWARM	Houston	Project/Program Management	
11	SWARM	Houston	Project/Program Management	
12	SWARM	Houston	Project/Program Management	
13	SWARM	Houston	Project/Program Management	
14	SWARM	Houston	Project/Program Management	
15	SWARM	Houston	Project/Program Management	
16	SWARM	Houston	Project/Program Management	
17	SWARM	Houston	Project/Program Management	
18	SWARM	Houston	Project/Program Management	
19	SWARM	Houston	Project/Program Management	
20	SWARM	Houston	Project/Program Management	
21	SWARM	Houston	Project/Program Management	
22	SWARM	Houston	Project/Program Management	
23	SWARM	Houston	Project/Program Management	
24	SWARM	Houston	Project/Program Management	
25	SWARM	Houston	Project/Program Management	
26	SWARM	Houston	Project/Program Management	
27	SWARM	Houston	Project/Program Management	
28	SWARM	Houston	Project/Program Management	
29	SWARM	Houston	Project/Program Management	
30	SWARM	Houston	Project/Program Management	
31	SWARM	Houston	Project/Program Management	
32	SWARM	Houston	Project/Program Management	
33	SWARM	Houston	Project/Program Management	
34	SWARM	Houston	Project/Program Management	

Number	Region	Establishment	PAG	Class Member ID
35	SWARM	Houston	Project/Program Management	(b) (6), (b) (7)(C)
36	SWARM	Houston	Project/Program Management	
37	SWARM	Houston	Project/Program Management	
38	SWARM	Houston	Project/Program Management	
39	SWARM	Houston	Project/Program Management	
40	SWARM	Houston	Project/Program Management	
41	SWARM	Houston	Project/Program Management	
42	SWARM	Houston	Project/Program Management	
43	SWARM	Houston	Project/Program Management	
44	SWARM	Houston	Project/Program Management	
45	SWARM	Houston	Project/Program Management	
46	SWARM	Houston	Project/Program Management	
47	SWARM	Houston	Project/Program Management	
48	SWARM	Houston	Project/Program Management	
49	SWARM	Houston	Project/Program Management	
50	SWARM	Houston	Project/Program Management	
51	SWARM	Houston	Project/Program Management	
52	SWARM	Houston	Project/Program Management	
53	SWARM	Houston	Project/Program Management	
54	SWARM	Houston	Project/Program Management	
55	SWARM	Houston	Project/Program Management	
56	SWARM	Houston	Project/Program Management	
57	SWARM	Houston	Project/Program Management	
58	SWARM	Houston	Project/Program Management	
59	SWARM	Houston	Project/Program Management	
60	SWARM	Houston	Project/Program Management	
61	SWARM	Houston	Project/Program Management	
62	SWARM	Houston	Project/Program Management	
63	SWARM	Houston	Project/Program Management	
64	SWARM	Houston	Project/Program Management	
65	SWARM	Houston	Project/Program Management	
66	SWARM	Houston	Project/Program Management	
67	SWARM	Houston	Project/Program Management	
68	SWARM	Houston	Project/Program Management	
69	SWARM	Houston	Project/Program Management	
70	SWARM	Houston	Project/Program Management	
71	SWARM	Houston	Project/Program Management	
72	SWARM	Houston	Project/Program Management	
73	SWARM	Houston	Project/Program Management	
74	SWARM	Houston	Project/Program Management	
75	SWARM	Houston	Project/Program Management	



Number	Region	Establishment	PAG	Class Member ID
117	SWARM	Houston	Project/Program Management	(b) (6), (b) (7)(C)
118	SWARM	Houston	Project/Program Management	
119	SWARM	Houston	Project/Program Management	
120	SWARM	Houston	Project/Program Management	
121	SWARM	Houston	Project/Program Management	
122	SWARM	Houston	Project/Program Management	
123	SWARM	Houston	Project/Program Management	
124	SWARM	Houston	Project/Program Management	
125	SWARM	Houston	Project/Program Management	
126	SWARM	Houston	Project/Program Management	
127	SWARM	Houston	Project/Program Management	
128	SWARM	Houston	Project/Program Management	
129	SWARM	Houston	Project/Program Management	
130	SWARM	Houston	Project/Program Management	
131	SWARM	Houston	Project/Program Management	
132	SWARM	Houston	Project/Program Management	
133	SWARM	Houston	Project/Program Management	
134	SWARM	Houston	Project/Program Management	
135	SWARM	Houston	Project/Program Management	
136	SWARM	Houston	Project/Program Management	
137	SWARM	Houston	Project/Program Management	
138	SWARM	Houston	Project/Program Management	
139	SWARM	Houston	Project/Program Management	
140	SWARM	Houston	Project/Program Management	
141	SWARM	Houston	Project/Program Management	
142	SWARM	Houston	Project/Program Management	
143	SWARM	Houston	Project/Program Management	
144	SWARM	Houston	Project/Program Management	
145	SWARM	Houston	Project/Program Management	
146	SWARM	Houston	Project/Program Management	
147	SWARM	Houston	Project/Program Management	
148	SWARM	Houston	Project/Program Management	
149	SWARM	Houston	Project/Program Management	
150	SWARM	Houston	Project/Program Management	
151	SWARM	Houston	Project/Program Management	
152	SWARM	Houston	Project/Program Management	
153	SWARM	Houston	Project/Program Management	
154	SWARM	Houston	Project/Program Management	
155	SWARM	Houston	Project/Program Management	
156	SWARM	Houston	Project/Program Management	
157	SWARM	Houston	Project/Program Management	

Number	Region	Establishment	PAG	Class Member ID
158	SWARM	Houston	Project/Program Management	(b) (6), (b) (7)(C)
159	SWARM	Houston	Project/Program Management	
160	SWARM	Houston	Project/Program Management	
161	SWARM	Houston	Project/Program Management	
162	SWARM	Houston	Project/Program Management	
163	SWARM	Houston	Project/Program Management	
164	SWARM	Houston	Project/Program Management	
165	SWARM	Houston	Project/Program Management	
166	SWARM	Houston	Project/Program Management	
167	SWARM	Houston	Project/Program Management	
168	SWARM	Houston	Project/Program Management	
169	SWARM	Houston	Project/Program Management	
170	SWARM	Houston	Project/Program Management	
171	SWARM	Houston	Project/Program Management	
172	SWARM	Houston	Project/Program Management	
173	SWARM	Houston	Project/Program Management	
174	SWARM	Houston	Project/Program Management	

## ATTACHMENT B

### TIMELINE

Company Name: Hewlett Packard Enterprise Company (Contractor)		
Effective Date of Conciliation Agreement:		09/30/2020
Action Required	Number of Days	Due Date
Contractor to deposit the total of \$427,000 in an FDIC-insured interest-bearing account maintained by the Contractor at the prevailing interest rate.	35	11/04/2020
Contractor to notify OFCCP when deposit is complete and provide documentation.	40	11/09/2020
Contractor and OFCCP to meet and confer on any reasonable modifications of the sample Notice, Verification Form, and Release or additions to the materials distributed by Contractor, if proposed by either party.	15	10/15/2020
Contractor to notify female class members found on Attachment A.	25	10/25/2020
If envelopes from the initial mail notice are returned with forwarding addresses, contractor will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.	40	11/09/2020
Based on the response to the initial mailing, Contractor and OFCCP will meet and confer to assess the results of the initial mailing and to ensure that the second round of mailing the documents maximizes the potential response rate.	60	11/29/2020
OFCCP will provide the Contractor with updated information for any second mailing.	75	12/14/2020
Contractor to send a second mail distribution to Affected Employees	90	12/29/2020
Final deadline for any Affected Employee to respond to the Notice is (120) days from the Effective Date.	120	01/28/2021
Contractor and OFCCP will establish the Final List.	130	02/07/2021
OFCCP will provide the Contractor a list of the payment amount for each Eligible Class Member on the Final List.	140	02/17/2021
Contractor to issue checks or make electronic payments to each Eligible Class Member in the stated amount.	145	02/22/2021
Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void.	345	09/10/2021
Contractor will provide OFCCP with documentation of all payments made, all payments returned as undelivered, and all checks not cashed.	360	09/25/2021
The Contractor will provide OFCCP via email sent to Melissa Speer at (b) (6), (b) (7)(C)@dol.gov a list of Class Members whose check was returned as undeliverable or uncashed.	365	09/30/2021
OFCCP will attempt to locate the Eligible Class Members.	385	10/20/2021
If OFCCP obtains an alternate address, and the Contractor will re-mail the check to the alternative address.	390	10/25/2021
Uncashed funds result in a payment of \$30 or more to each Eligible Class Member who cashed their first check, Contractor will make a second distribution to those Eligible Class Members who cashed their first check.	425	11/29/2021

Progress Report #1 - 07/01/2021	280	07/07/2021
Progress Report #2 - 07/01/2022	645	07/07/2022
Expiration of the Agreement (60 days after last report)	705	09/05/2022

---

## ATTACHMENT C-1

### NOTICE TO AFFECTED CLASS

Fort Collins, CO (HP-CO05)

Dear **[name]**:

Hewlett Packard Enterprise Company (the "Contractor") and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations by the former Hewlett-Packard Company ("HPQ") of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of at its Fort Collins facility. OFCCP's analysis showed that on November 1, 2012 the Company paid certain female employees of the PSS Life Cycle Marketing job family less per year than males in similar roles at the same location. The Contractor acquired the Fort Collins facility and voluntarily agreed to enter the Agreement to resolve OFCCP's claims. The Contractor denies any violation of E.O. 11246 and there has not been any adjudicated finding that the Contractor violated any laws. The parties entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who was employed by HPQ in a position located in the PSS Life Cycle Marketing job family. Under the Agreement, you may be eligible to receive a payment **[insert appropriate amount/description such as "of at least \$ \_\_\_\_\_" or "representing a pro rata share of back pay and interest"]** (less deductions required by law). In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification Form and the 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]**  
**[Contractor]**  
**[Address]**

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims. Under the terms of the Agreement it may take up to **[number]** months from the date of this letter before you receive your payment, provided you meet the eligibility requirements.

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

---

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

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO THE ADDRESS ABOVE 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 Unser EO 11246

---

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS

Houston, TX HP-TX08

Dear [name]:

Hewlett Packard Enterprise Company (the "Contractor") 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 the former Hewlett Packard Company ("HPQ") and its Houston, TX facility. OFCCP's analysis showed that on January 1, 2012, HPQ paid certain female employees of the Project/Program Management job family less per year than males in similar roles at the same location. The Contractor acquired the Houston facility and voluntarily agreed to enter the Agreement to resolve OFCCP's claims. The Contractor denies any violation of E.O. 11246 and there has not been any adjudicated finding that the Contractor violated any laws. The parties entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who was employed by HPQ in a position located in the Project/Program Management job family. Under the Agreement, you may be eligible to receive a payment [insert appropriate amount/description such as "of at least \$ \_\_\_\_\_" or "representing a pro rata share of back pay and interest"] (less deductions required by law). Under the terms of the Agreement it may take up to several 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 enclosed Information Verification Form and Release of Claims Form. These forms 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]  
[Contractor]  
[Address]

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

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

---

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

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO THE ADDRESS ABOVE 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-2

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 Hewlett Packard Enterprise Company 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 \_\_\_\_\_

Social Security Number (for verification and tax purposes): \_\_\_\_\_

Notify Hewlett Packard Enterprise Company 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 C-3

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 Hewlett Packard Enterprise Company (“HPE”) paying you money, you agree that you will not file any lawsuit against HPE, HP Inc., DXC Technology Company, Micro Focus International Ltd., or Perspecta Inc (altogether hereinafter the “Contractors”) for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of gender. It also says that the Contractors do not admit and the former Hewlett-Packard Company did not admit, that any laws were violated. 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) to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

I.

I hereby waive, release and forever discharge Contractors, their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, 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/Ethnicity 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 the Contractors, through the effective date of this Release.

II.

I understand that the Contractors deny that any of them treated me unlawfully or unfairly in any way and that HPE entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and that HPE has 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 [insert date]. I further agree that the payment of the aforesaid sum by HPE to me is not to be construed as an admission of any liability by any of the Contractors.

---

**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 HPE.

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

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

\_\_\_\_\_  
Signature

---