

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

DXC TECHNOLOGY COMPANY
CONCERNING THE FORMER HEWLETT-PACKARD COMPANY
5400 LEGACY DRIVE
PLANO, TEXAS 75024

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the former Hewlett-Packard Company, located at 5400 Legacy Drive in Plano, Texas beginning on March 25, 2013. Based on its preliminary analyses, OFCCP alleged 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.

DXC Technology Company ("Contractor") acquired a portion of the workforce at 5400 Legacy Drive, Plano, Texas following multiple corporate transactions involving various businesses and voluntarily became involved with this evaluation. OFCCP shared its preliminary findings with Contractor through a Pre-Determination Notice ("PDN") dated February 13, 2020. Contractor disagrees with OFCCP's findings and denies the allegations set forth in the PDN. However, in the interest of resolving the violations without engaging in further legal proceedings, and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor ("the parties") enter into this Conciliation Agreement ("Agreement") and agree to all the terms herein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for 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 Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. OFCCP may review 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. 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 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. 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. 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 SWARM 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 Contractor submits its final progress report required in Section VIII, below, unless OFCCP notifies Contractor in writing before the expiration date that 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 Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.

- ii. 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 Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by 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. 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. 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 Finding

OFCCP's preliminary findings indicate that based on a snapshot of compensation data from a single date (November 1, 2012), the employer at the time at the Plano establishment 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). Based upon the evidence

gathered, OFCCP evaluated the compensation system and alleges statistically significant pay disparities adversely affecting female employees in certain subsets of the population at the Plano, TX establishment. OFCCP's analysis indicated that on November 1, 2012, females were paid less than comparable male employees in the following job families in violation of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1): Finance, Opportunity Consultants, Presale Consultants, and Service Segment Management. Contractor disagrees with OFCCP's analysis and denies all allegations of non-compliance.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, Contractor or Contractor's agent will deposit a total of \$650,000 in an FDIC-insured, interest-bearing account maintained by Contractor at the prevailing interest rate. By the deadline set forth in the Timeline, 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. 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. Contractor will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$530,369 in back pay and \$119,631 in interest to resolve specific violations set forth above, as follows:

Finance: \$158,667 in back pay and \$35,789 in interest

Opportunity Consultants: \$35,444 in back pay and \$7,995 in interest

Presale Consultants: \$288,382 in back pay and \$65,048 in interest

Service Segment Management: \$47,876 in back pay and \$10,799 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 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 insurance premiums or taxes.

- 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 Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process. 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 Contractor a list of the payment amount for each Eligible Class Members on the Final List by the date set forth on the Timeline. Contractor will issue checks or make electronic payments to each Eligible Class Members in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline.
- 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, Contractor will make a second distribution to all Eligible Class Members who cashed their first check. 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, 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, 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, Contractor shall use the uncashed funds to provide additional training in equal employment opportunity to its personnel.
- e. **Tax Payments, Forms and Reporting.** Contractor (and related Contractor employers) will pay Contractor the employer's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Contractor shall mail to each Eligible Applicant/Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest or other payments. These IRS forms will be provided to the Eligible Applicants/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant/Employee 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.** Contractor will distribute Notice Documents to the individuals identified in Attachment A, consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants/Employees to understand their rights and obligations and act on them in a timely manner. 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.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement.
- c. **Distribution of Mail Notice to Affected Class Members.** Contractor will provide initial notice by regular first-class mail. 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, Contractor will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.

OFCCP will provide Contractor with updated information for any second mailing of Notice Documents, consistent with the dates set forth in the Timeline. A second mailing of the Notice Documents will be sent to Class Members who fail to respond to the first mail notice, but for whom OFCCP is able to identify an alternate and/or valid address, unless the parties agree otherwise.

- d. **Notice Deadline.** The final deadline for any Affected Class Member to respond to the Notice Documents will be set forth in these documents, and shall be one hundred twenty (120) days from the Effective Date.
- e. **Final List of Eligible Class Members.** The Final List will include all Affected Class Members who timely respond to the Notice Documents within one hundred twenty (120) days of the Effective Date 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. Contractor will provide to OFCCP any information necessary to determine the Final List.
- f. **Documentation of Payments.** By the deadline set forth in the Timeline, 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, Contractor will provide a similar documentation on the second distribution.

V. Modifications to Employment Practices and Other Nonmonetary Relief

For its facility in Richardson, Texas, until the termination of this Agreement, Contractor agrees to the following:

- 1. Self-Analysis of Pay Disparities.** Pursuant to 41 CFR 60-2.17(b), 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 Contractor will remedy such disparities through salary adjustments. 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, Contractor will consider alternative practices that satisfy business necessity without causing a disparity.
- 2. Revised Policies and Procedures.** 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 of 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.

VI. Technical Violation and Remedy

- 1. Violation :** Hewlett-Packard Company failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Specifically, during the review period, Hewlett-Packard Company failed to make available to OFCCP complete and accurate employment records such as: information to include changes to Department or Line of Business, Guidelines used by Hewlett-Packard Company to make salary determinations such as starting pay, paying above/below the salary range, along with market data analysis used when setting employees starting pay, Salary Increases or any adjustments to pay.

Remedy : Contractor no longer operates at the Plano Texas facility, and no longer makes compensation decision/procedures at this location, therefore, no remedy will be required.

VII. OFCCP Monitoring Period

- 1. Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Sections III and VI above. 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.

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 furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- a. A statement from the Contractor 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.
- b. Documentation of any revised pay policies, as described in Part V above if any were made.

The Contractor will submit reports to:

LaQuandra Adebajo, District Director
OFCCP, Dallas District Office
525 S. Griffin St. Suite 512
Dallas, TX 75202

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 Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, 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.

- A. **Progress Report 1:** This report will be due May 1, 2021 and the Contractor will provide documentation of the payments to the Affected Class Members on the Final List.
 - B. **Progress Report 2:** This report is due February 1, 2022 and the contractor will report on items a and b in this section.
2. **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 Contractor's final report under the Timeline. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that 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 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 Contractor has met all of its obligations under the Agreement.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DXC Technology Company

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

Scott A. Johnson
Director, Americas Employment Law
Legal Department
1775 Tysons Blvd., 9th Floor
Tysons, Virginia 22102

DATE: 10/1/2020

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

Melissa L. Speer
Regional Director, Southwest and Rocky Mountain Region
Office of Federal Contract Compliance Programs

DATE: 10/5/2020

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents
 - C1 – Notice
 - C2- Verification Form
 - C3 – Release of Claims

ATTACHMENT A
LIST of AFFECTED INDIVIDUALS

Count	Region	Establishment	PAG	Class Member ID
1	SWARM	Plano	Finance	(b) (6), (b) (7)(C)
2	SWARM	Plano	Finance	
3	SWARM	Plano	Finance	
4	SWARM	Plano	Finance	
5	SWARM	Plano	Finance	
6	SWARM	Plano	Finance	
7	SWARM	Plano	Finance	
8	SWARM	Plano	Finance	
9	SWARM	Plano	Finance	
10	SWARM	Plano	Finance	
11	SWARM	Plano	Finance	
12	SWARM	Plano	Finance	
13	SWARM	Plano	Finance	
14	SWARM	Plano	Finance	
15	SWARM	Plano	Finance	
16	SWARM	Plano	Finance	
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18	SWARM	Plano	Finance	
19	SWARM	Plano	Finance	
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31	SWARM	Plano	Finance	
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35	SWARM	Plano	Finance	
36	SWARM	Plano	Finance	
37	SWARM	Plano	Finance	
38	SWARM	Plano	Finance	

Count	Region	Establishment	PAG	Class Member ID
39	SWARM	Plano	Finance	(b) (6), (b) (7)(C)
40	SWARM	Plano	Finance	
41	SWARM	Plano	Finance	
42	SWARM	Plano	Finance	
43	SWARM	Plano	Finance	
44	SWARM	Plano	Finance	
45	SWARM	Plano	Finance	
46	SWARM	Plano	Finance	
47	SWARM	Plano	Finance	
48	SWARM	Plano	Finance	
49	SWARM	Plano	Finance	
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78	SWARM	Plano	Finance	
79	SWARM	Plano	Finance	
80	SWARM	Plano	Finance	

Count	Region	Establishment	PAG	Class Member ID
81	SWARM	Plano	Finance	(b) (6), (b) (7)(C)
82	SWARM	Plano	Finance	
83	SWARM	Plano	Finance	
84	SWARM	Plano	Finance	
85	SWARM	Plano	Finance	
86	SWARM	Plano	Finance	
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88	SWARM	Plano	Finance	
89	SWARM	Plano	Finance	
90	SWARM	Plano	Finance	
91	SWARM	Plano	Finance	
92	SWARM	Plano	Finance	
93	SWARM	Plano	Finance	
94	SWARM	Plano	Finance	
95	SWARM	Plano	Finance	
96	SWARM	Plano	Finance	
97	SWARM	Plano	Finance	
98	SWARM	Plano	Finance	
99	SWARM	Plano	Opportunity Consultant	
100	SWARM	Plano	Opportunity Consultant	
101	SWARM	Plano	Opportunity Consultant	
102	SWARM	Plano	Opportunity Consultant	
103	SWARM	Plano	Opportunity Consultant	
104	SWARM	Plano	Opportunity Consultant	
105	SWARM	Plano	Opportunity Consultant	
106	SWARM	Plano	Opportunity Consultant	
107	SWARM	Plano	Opportunity Consultant	
108	SWARM	Plano	Opportunity Consultant	
109	SWARM	Plano	Presales Consultant	
110	SWARM	Plano	Presales Consultant	
111	SWARM	Plano	Presales Consultant	
112	SWARM	Plano	Presales Consultant	
113	SWARM	Plano	Presales Consultant	
114	SWARM	Plano	Presales Consultant	
115	SWARM	Plano	Presales Consultant	
116	SWARM	Plano	Presales Consultant	
117	SWARM	Plano	Presales Consultant	
118	SWARM	Plano	Presales Consultant	
119	SWARM	Plano	Presales Consultant	
120	SWARM	Plano	Presales Consultant	
121	SWARM	Plano	Presales Consultant	
122	SWARM	Plano	Presales Consultant	

Count	Region	Establishment	PAG	Class Member ID
123	SWARM	Plano	Presales Consultant	(b) (6), (b) (7)(C)
124	SWARM	Plano	Presales Consultant	
125	SWARM	Plano	Presales Consultant	
126	SWARM	Plano	Presales Consultant	
127	SWARM	Plano	Presales Consultant	
128	SWARM	Plano	Presales Consultant	
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130	SWARM	Plano	Presales Consultant	
131	SWARM	Plano	Presales Consultant	
132	SWARM	Plano	Presales Consultant	
133	SWARM	Plano	Presales Consultant	
134	SWARM	Plano	Presales Consultant	
135	SWARM	Plano	Presales Consultant	
136	SWARM	Plano	Presales Consultant	
137	SWARM	Plano	Presales Consultant	
138	SWARM	Plano	Presales Consultant	
139	SWARM	Plano	Presales Consultant	
140	SWARM	Plano	Presales Consultant	
141	SWARM	Plano	Presales Consultant	
142	SWARM	Plano	Presales Consultant	
143	SWARM	Plano	Presales Consultant	
144	SWARM	Plano	Presales Consultant	
145	SWARM	Plano	Presales Consultant	
146	SWARM	Plano	Presales Consultant	
147	SWARM	Plano	Presales Consultant	
148	SWARM	Plano	Presales Consultant	
149	SWARM	Plano	Presales Consultant	
150	SWARM	Plano	Presales Consultant	
151	SWARM	Plano	Presales Consultant	
152	SWARM	Plano	Presales Consultant	
153	SWARM	Plano	Presales Consultant	
154	SWARM	Plano	Presales Consultant	
155	SWARM	Plano	Presales Consultant	
156	SWARM	Plano	Presales Consultant	
157	SWARM	Plano	Presales Consultant	
158	SWARM	Plano	Presales Consultant	
159	SWARM	Plano	Presales Consultant	
160	SWARM	Plano	Presales Consultant	
161	SWARM	Plano	Presales Consultant	
162	SWARM	Plano	Presales Consultant	
163	SWARM	Plano	Presales Consultant	
164	SWARM	Plano	Presales Consultant	

Count	Region	Establishment	PAG	Class Member ID
165	SWARM	Plano	Presales Consultant	(b) (6), (b) (7)(C)
166	SWARM	Plano	Presales Consultant	
167	SWARM	Plano	Presales Consultant	
168	SWARM	Plano	Presales Consultant	
169	SWARM	Plano	Presales Consultant	
170	SWARM	Plano	Presales Consultant	
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172	SWARM	Plano	Presales Consultant	
173	SWARM	Plano	Presales Consultant	
174	SWARM	Plano	Presales Consultant	
175	SWARM	Plano	Presales Consultant	
176	SWARM	Plano	Presales Consultant	
177	SWARM	Plano	Presales Consultant	
178	SWARM	Plano	Presales Consultant	
179	SWARM	Plano	Presales Consultant	
180	SWARM	Plano	Presales Consultant	
181	SWARM	Plano	Presales Consultant	
182	SWARM	Plano	Presales Consultant	
183	SWARM	Plano	Presales Consultant	
184	SWARM	Plano	Presales Consultant	
185	SWARM	Plano	Presales Consultant	
186	SWARM	Plano	Presales Consultant	
187	SWARM	Plano	Presales Consultant	
188	SWARM	Plano	Presales Consultant	
189	SWARM	Plano	Presales Consultant	
190	SWARM	Plano	Presales Consultant	
191	SWARM	Plano	Service Segment Management	
192	SWARM	Plano	Service Segment Management	
193	SWARM	Plano	Service Segment Management	
194	SWARM	Plano	Service Segment Management	
195	SWARM	Plano	Service Segment Management	
196	SWARM	Plano	Service Segment Management	
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198	SWARM	Plano	Service Segment Management	
199	SWARM	Plano	Service Segment Management	
200	SWARM	Plano	Service Segment Management	
201	SWARM	Plano	Service Segment Management	
202	SWARM	Plano	Service Segment Management	
203	SWARM	Plano	Service Segment Management	
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205	SWARM	Plano	Service Segment Management	
206	SWARM	Plano	Service Segment Management	

**ATTACHMENT B
REPORTING TIMELINE**

	Company Name: HPE - DXC Effective Date of Conciliation Agreement:		10/05/2020
	ACTION REQUIRED	Number of Days	Due Date
	A. Class Member List		
1	Within five (5) days after the Effective Date, the Contractor will deposit a total of 650,000 in an FDIC-insured interest-bearing account.	30	11/04/2020
2	Contractor will notify OFCCP account has been established and will provide appropriate documentation.	10	10/15/2020
3	Within 30 days of the effective date of the agreement, Contractor will provide initial notice to the Affected Class Members by regular first-class mail.	30	11/04/2020
4	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.	15	TBD
5	Within (70) calendar days days of the Effective Date, Contractor will notify OFCCP of documents returned as undeliverable and/or of Affected Class Members who have not fully completed and returned a signed claim form or release.	70	12/14/2020
6	OFCCP will provide the Contractor with updated information for any second mailing. If needed, the parties will meet and confer to assess the results of the initial mail notice and to ensure that the second mail notice maximizes the potential response rate.	80	12/24/2020
7	Within 10 days of receipt of the information from OFCCP, Contractor will send a second mail notice to Affected Class Members with updated information who failed to respond to the first mail notice unless the parties agree otherwise.	90	01/03/2021
8	The final deadline for any Affected Class Members to respond to the Information Verification and Release will be one hundred twenty (120) days (Class Member Response Deadline).	120	02/02/2021
9	Within ten (10) days after the Class Member Response Deadline Contractor will provide OFCCP with a list of all Affected Class Members who timely returned an Information Verification and Release by the stated deadline.	130	02/12/2021
10	Within one hundred forty-five (145) days of the Effective Date of the Agreement, the parties will establish the Final List by the date set forth. 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. OFCCP will determine the final amount for each Eligible Class Member The parties will meet and confer on any outstanding issues or questions regarding the Final List, if necessary.	145	02/27/2021

	B. Monetary Relief	Number of Days	Due Date
11	Within 160 days of the Effective Date of the agreement, the Contractor will issue checks or make electronic payments to each Eligible Class Member in the stated amount.	160	03/14/2021
12	Within 30 days of receipt of Progress Report 1 (which included documentation of payments), OFCCP will conduct efforts to locate and communicate with Eligible Class Members whose checks were returned as undeliverable.	30	05/31/2021
13	If OFCCP obtains an alternate address, Contractor will re-mail the check to the alternative address, within 10 days of receipt.	10	06/10/2021
14	Any check that remains uncashed more than 180 days after the initial date mailed to the Eligible Class Member shall be void.	180	09/10/2021
15	Contractor will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed.	10	09/20/2021
16	Two hundred ten (210) days after the initial date the checks were mailed to the Eligible Class Members, Contractor shall make a second distribution of uncashed funds to all Eligible Class Members who cashed their first check, if required.	210	10/10/2021
17	Contractor will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed, within sixty (60) days of the second monetary disbursement, if necessary.	30	11/09/2021
	C. Reporting	Number of Days	Due Date
19	Progress Report 1 Documentation of payment to Eligible Class Members, if no second distribution. This will be 53 days from the issuance of the checks.	53	05/01/2021
20	For the period of October 1, 2020 to September 30, 2021; contractor will submit Progress Report 2 including - Statement confirming Contractor conducted self-analysis, Documentation of any revised pay policies, Confirmation of pay transparency review.	N/A	10/30/2021
21	This Agreement will expire sixty (60) days after Contractor submits the final progress report required, unless OFCCP notifies Contractor in writing prior to the expiration date that it has not fulfilled all of its obligations under the Agreement.	60	12/29/2021

ATTACHMENT C1

NOTICE TO AFFECTED INDIVIDUALS

Dear *[name]*:

In March 2013, the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) commenced a compliance evaluation of Hewlett Packard Company at its 5400 Legacy Drive, Plano, Texas facility. In April 2017, DXC Technology acquired the operations at 5400 Legacy Drive in Plano, Texas and voluntarily assumed responsibility for the OFCCP's evaluation of Hewlett Packard Company's past practices at the establishment. OFCCP and DXC Technology have now entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246) stemming from that compliance evaluation. Based on OFCCP's analysis, OFCCP alleged that since November 1, 2012, Hewlett Packard Company paid certain female employees in Finance, Opportunity Consultants, Presale Consultants, and Service Segment Management less than comparable males at the same location. DXC Technology has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that DXC Technology or Hewlett-Packard Company violated any laws. Rather, DXC Technology voluntarily entered into this agreement with OFCCP to resolve the matter.

You have been identified as one of the individuals who worked in a position that may be eligible for participation in the financial settlement. Under the Agreement, you may be eligible to receive a payment representing a pro rata share of back pay and interest. 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 enclosed Information Verification and the 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 Form.

If you have any questions you may call *[name]* at *[contractor]* at *[phone number]*, or OFCCP Compliance Officer *(b) (7)(E), (b) (6)* at 972-850-2650. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO THE CONTRACTOR 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 C2

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

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 DXC Technology Company (“DXC”) paying you money, you agree that you will not file any lawsuit against DXC, Hewlett Packard Enterprise Company, HP Inc., 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 DXC entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and that DXC 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 DXC 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 DXC.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature