

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

CONDUENT, INC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Conduent, Inc.’s (formerly Xerox Commercial Solutions) facility which is now closed but was located at 100 North Mustang Road, Yukon, OK (“Conduent - Yukon”). OFCCP shared its findings with Conduent - Yukon in a Predetermination Notice dated November 6, 2019 and a Notice of Violations (“NOV”) issued on April 20, 2020 that alleges that Conduent - Yukon 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.

In the interest of resolving these violations without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and Conduent - Yukon (“the parties”) enter into this Conciliation Agreement (“Agreement”), incorporating its attachments by reference, and the parties agree to all the terms herein.

II. General Terms and Conditions

1. In exchange for Conduent - Yukon’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §793 (Section 503), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Conduent - Yukon 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 Conduent - Yukon’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. Conduent, Inc. will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Conduent - Yukon of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
4. Conduent - Yukon and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Conduent - Yukon 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 to OFCCP, 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 Conduent - Yukon 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 Conduent - Yukon submits its final progress report required in Section V, below, unless OFCCP notifies Conduent - Yukon in writing before the expiration date that Conduent - Yukon has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Conduent - Yukon has met all of its obligations under the Agreement.
11. If Conduent - Yukon violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Conduent - Yukon a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Conduent - Yukon 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 Conduent - Yukon 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 Conduent - Yukon, 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. Conduent - Yukon 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. This Agreement does not constitute an admission by Conduent - Yukon of any violation of or noncompliance with the Executive Order, Section 503, or VEVRAA and their implementing regulations at 41 CFR Chapter 60, nor has there been an adjudication on the merits regarding any violation. Conduent - Yukon denies any violation of the Executive Order 11246, Section 503 or VEVRAA and the implementing regulations.
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 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. Discrimination Violation

1. **VIOLATION:** OFCCP found that Conduent - Yukon was not in compliance with 41 CFR § 60-1.4(a) (1). OFCCP found a statistically significant disparity, not otherwise explained, in the hiring of Black, Asian, and Native Hawaiian or Pacific Islander applicants for Customer Care Assistant (CCA) positions during the review period of March 25, 2013 through March 24, 2015. OFCCP’s analysis resulted in a statistically significant hiring disparity with a shortfall of 113 Black applicants, 16 Asian applicants and 3 Hawaiian or Pacific Islander applicants. Conduent – Yukon denies this violation.

REMEDY: Conduent - Yukon will provide an appropriate remedy to the class of rejected Black, Asian and Hawaiian or Pacific Islander applicants to include back pay. Conduent - Yukon agrees to take the following corrective actions in accordance with the deadlines set forth in the Timeline (Attachment E):

- A. Notice. In accordance with the Timeline, Conduent - Yukon will notify the Affected Class Members listed in Attachment A of the terms of this Agreement by mailing by first class mail to each Affected Class Member the Notice to Affected Class (“Notice”- Attachment B), Information Verification Form (Attachment C, “Interest Form”), Release of Claims Under Executive Order 11246 (Attachment D, “Release”), and a postage paid return envelope. On a weekly basis, Conduent - Yukon will notify OFCCP of all letters returned as undeliverable. In addition, Conduent - Yukon will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Verification Form in accordance with the Timeline (including, for example, any Affected Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then attempt to obtain the information and will provide any updated addresses to Conduent - Yukon. OFCCP may also attempt to locate the Affected Class Members who have not responded, and any Affected Class Members who submitted incomplete forms during this same period. OFCCP will provide relevant details for such individuals to Conduent - Yukon in writing. Conduent - Yukon agrees to mail by first class mail a second Notice, Verification Form, Release, and postage paid return envelope to all Affected Class Members for whom updated addresses are obtained.
- B. Eligibility. All Affected Class Members listed on Attachment A who sign and return completed Interest and Release forms to Conduent - Yukon by the deadline set forth in the Notice and confirm that they meet the race requirements will be eligible for a payment. If an Affected Class Member receives but does not return the Interest Form and Release to Conduent - Yukon by the prescribed deadline, he/she will no longer be entitled to a monetary payment or any relief pursuant to this Agreement.

By the date indicated in the Timeline, Conduent - Yukon will provide OFCCP with a list of Eligible Class Members who returned the Interest Form and Release by the due date, along with a copy of each executed Interest Form and Release it received. OFCCP will approve the final list of Eligible Class Members or discuss with Conduent - Yukon any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. The monetary payment discussed in paragraph (c) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to an equal share of the monetary settlement.

- C. Monetary Settlement. In settlement of all claims for back pay and interest to the affected class, Conduent - Yukon agrees to distribute \$395,000 (\$335,750 of back pay and interest of \$59,250), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members’ share of FICA taxes) in equal shares to Eligible Class Members listed in Attachment A and on the final approved list. Conduent - Yukon will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail to each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. The IRS forms will be made electronically available or mailed by the deadline imposed by applicable law. Conduent - Yukon will disburse the monetary

settlement in accordance with the Timeline after OFCCP approves the final list of Eligible Class Members.

By the date indicated in the Timeline, Conduent - Yukon will provide OFCCP with a list of Eligible Class Members whose check was returned as undeliverable via e-mail sent to District Director Rachel Woods at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Conduent - Yukon will re-mail the check by the date indicated in the Timeline. Any check that remains uncashed as of the deadline set forth in the Timeline will be void. With respect to any uncashed funds, Conduent will make a second distribution to all Eligible Class Members who cashed their first check within the required period if the remaining uncashed amount will result in a second payment of \$30.00 or more to such Eligible Class Members. Conduent will mail the second distribution to such Eligible Class Members by the date specified in the Timeline.

If the total amount of the uncashed funds would result in a payment of less than \$30.00 to such Eligible Class Members, Conduent will use those uncashed funds to provide training in equal employment opportunity to its personnel at other facilities.

NON-MONETARY REMEDIES. Conduent - Yukon has ceased using the selection procedures, practices, and/or policies that negatively affected the hiring of Black, Asian and Hawaiian or Pacific Islander applicants for CCA positions.

IV. Technical Violations

2. VIOLATION: Conduent - Yukon failed to provide and have available for inspection upon OFCCP's initial request, adverse impact analyses of the overall selection process in accordance with 41 CFR 60-3.4 and 41 CFR 60-3.15A. Conduent – Yukon provided adverse impact analysis after the issuance of the PDN for Job Group 5 only. This analysis, while also identifying adverse impact, failed to evaluate each individual component of the selection process.

REMEDY: Conduent Inc. agrees to conduct adverse impact analyses in accordance with 41 CFR § 60-3.4 and 60-3.15A, on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, gender, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Conduent Inc. will evaluate each individual component of the selection process for adverse impact.

If adverse impact is found to exist in any of the individual components of the selection process, Conduent Inc. will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact. Conduent Inc. will provide adverse impact analyses to OFCCP upon request.

3. VIOLATION: Conduent failed to provide all relevant records to the matter under investigation in accordance with 41 CFR 60-1.43.

REMEDY: Conduent will provide all documents upon request in accordance with the regulations.

Part V. REPORTS REQUIRED

Conduent - Yukon will submit the documents and reports described below to:

Rachel M. Woods
New Orleans District Director
600 South Maestri Street, Suite 606
New Orleans, LA 70130

1. Within the prescribed timeframes, Conduent - Yukon will submit all documents and information referenced in remedy in Part III above. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release in accordance with the Timeline, and a list of Class Members who have returned a signed Interest Form and Release in accordance with the Timeline.
2. Conduent - Yukon will submit two progress reports. The first progress report shall be due thirteen months from the Effective Date of this Agreement and will cover the 12-month period beginning with the Effective Date. The second report shall cover the successive six month period, and shall be submitted 30 calendar days after the close of that six month period.

Pursuant to Part III, Conduent - Yukon will submit in each progress report documentation of monetary payments to all Eligible Class Members as specified in part C. The documentation will include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Conduent - Yukon will provide OFCCP with copies of all canceled checks upon request;

Conduent - Yukon will continue submitting the information above in the two progress reports until OFCCP determines that the settlement monies have been disbursed. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Since the Conduent – Yukon location is closed, no reporting is required for Violations and Remedies 2 and 3.

OFCCP will review each progress report and respond in writing if the report is insufficient within 60 days of receipt.

Conduent - Yukon will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Part V. SIGNATURES

This Agreement is hereby executed by and between the OFCCP and Conduent Incorporated.

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

Chris Kujawa
Chief Human Resources Officer
Conduent, Inc.

Date: MAY 4, 2021

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

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: May 5, 2021

ATTACHMENT A

AFFECTED CLASS MEMBERS

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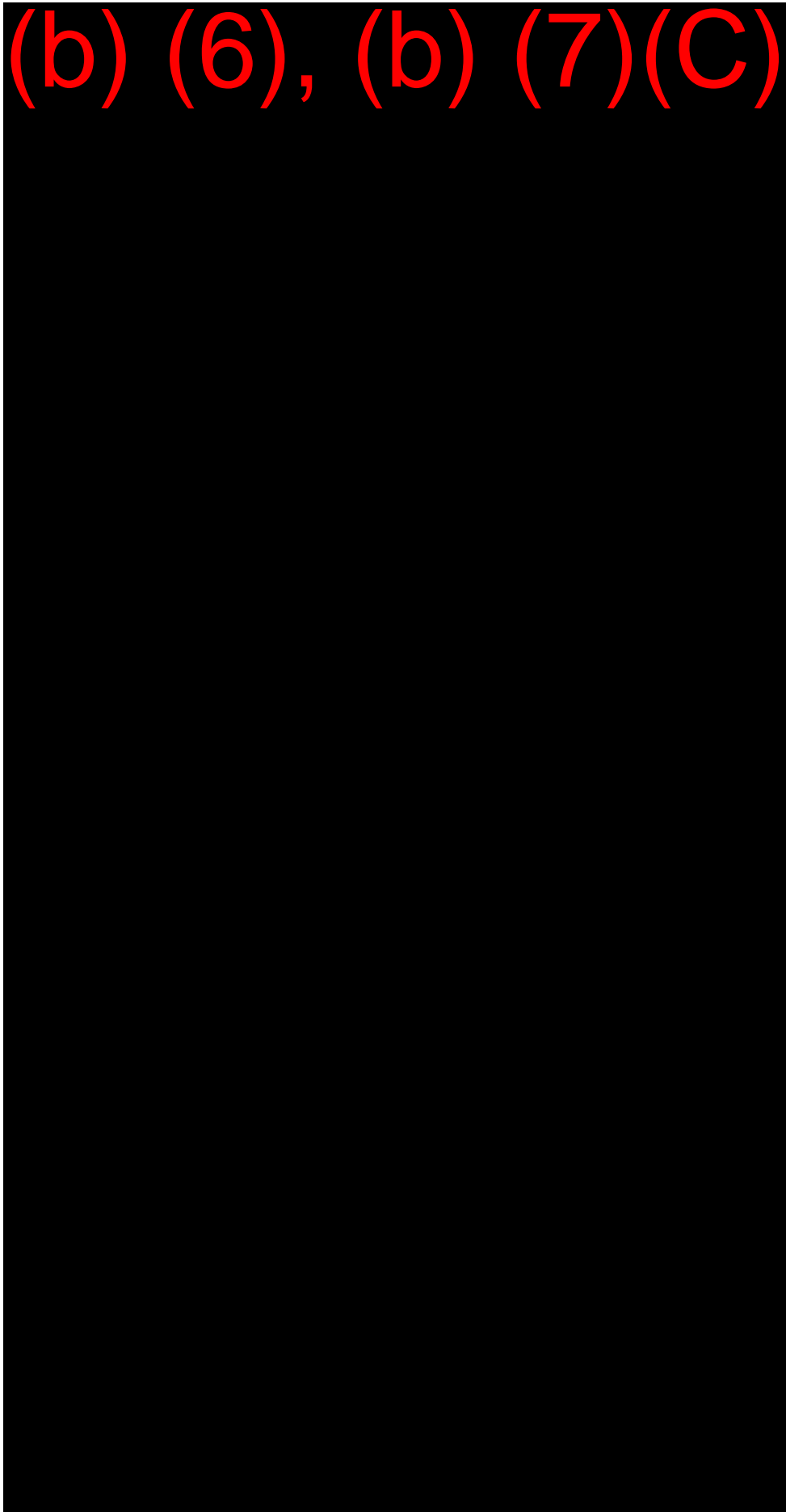
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ATTACHMENT B

NOTICE TO AFFECTED CLASS

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Conduent, Inc., formerly Xerox, that may benefit you. This settlement involves allegations of hiring discrimination, and our records show that you may be one of the rejected applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of lost wages and interest.

Conduent, Inc. and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Conduent's now-closed 100 North Mustang Road, Yukon, Oklahoma 73099 facility ("Conduent - Yukon"). OFCCP's analysis of Conduent - Yukon's hiring process and selection procedures revealed that during the period of March 25, 2013 through March 24, 2015 ("review period") Conduent - Yukon disproportionately rejected Black, Asian and Hawaiian or Pacific Islander applicants for Customer Care Assistant (CCA) positions. OFCCP found that there was a disparity in the hiring of CCAs based on race. Conduent - Yukon has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Conduent - Yukon violated any laws. OFCCP and Conduent - Yukon entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a CCA position during that time period, but was not hired.

As part of this Agreement, you may be eligible to receive a distribution of at least **\$243.22** less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims. You should complete and mail back the forms as soon as possible; no later than [Date according to the timeline] for you to be entitled to participate in this settlement:

(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.

You will receive a monetary payment only if the information on the Interest Form confirms that you are one of the individuals covered by the settlement. After you complete and

return the Verification Form and Release, a final decision will be made about your eligibility.

If you have any questions you may call [NAME] at [CONTRACTOR] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(E), (b) (6) at 504-589-6575. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO CONDUENT BY [DATE IN ACCORDANCE WITH THE TIMELINE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A MONETARY PAYMENT.

Sincerely,

(NAME)

Enclosures
Information Verification Form
Release of Claims Under Executive Order 11246

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 Conduent, Inc. (“Conduent - Yukon”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers.: Home _____ Cell _____ Work _____

Email: _____

Notify Conduent - Yukon at the address below if your address or phone number changes within the next six months.

Your Social Security Number (to be used for tax purposes only):

_____-_____-_____

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

Asian [] Native Hawaiian or Other Pacific Islander []

American Indian or Native Alaskan [] Black or African American []

Hispanic or Latino [] Two or More Races [] White []

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE IN ACCORDANCE WITH THE TIMELINE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

(NAME)_____

(ADDRESS)

I, _____, certify the above is true and correct.

(print name)

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Conduent, Inc. ("Conduent") paying you money, you agree that you will not file any lawsuit against Conduent for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Customer Care Assistant (CCA). It also says that Conduent does not admit it violated Executive Order 11246. 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 \$243.22 (less deductions required by law) by Conduent to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge Conduent, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as an CCA on the basis of my race at any time through the effective date of 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 non-selection for employment by Conduent – Yukon through the Effective Date of this Release.

II.

I understand that Conduent denies that it treated me unlawfully or unfairly in any way and that Conduent 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 25, 2015. I further agree that the payment of the aforesaid sum by Conduent to me is not to be construed as an admission of any liability by Conduent.

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 Conduent [ON OR BEFORE (DATE)/, I will not be entitled to receive any payment (less deductions required by law) from Conduent.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____ 2021.

Your Signature