

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Serco Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Serco Inc. (Serco) establishment located at 12930 Worldgate Drive Ste 600, Herndon, VA 20170, beginning on September 13, 2019. OFCCP is alleging that Serco failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 C.F.R. Parts 60-1 through 60-2.

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 Serco enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

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

II. General Terms and Conditions

1. In exchange for Serco'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), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations described in more detail in Parts III and VI below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Serco 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 Serco'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. Serco 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 Serco 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. Serco 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. Serco agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (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 Serco submits its final progress report required in Section VIII, below, unless OFCCP notifies Serco in writing before the expiration date that Serco 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 Serco has met all of its obligations under the Agreement.
11. If Serco violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Serco a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Serco 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 Serco 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 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. Serco 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 Serco of any violation of or noncompliance with Executive Order, Section 503 or VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other laws, 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

OFCCP’s preliminary findings indicate that as of June 1, 2019, Serco was not in compliance with the nondiscrimination requirements of 41 CFR §§ 60-1.4(a)(1) and 60-20.4. Specifically, OFCCP’s analysis indicated that Serco paid 35 female Information Technology employees less than 60 male employees in the same group.

IV. Financial Remedy

1. Settlement Fund

- a. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$138,386.62 in back pay and \$11,613.38 in interest to resolve the alleged violation set forth above.-The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Serco’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. Serco will be responsible for any banking account fees.

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 as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Employees). These individuals will be listed on the Final List of Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Employee based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** Serco will make individual payments to the Eligible Employees in the amounts specified in Attachment A.
- d. **Payments to Eligible Employees.** OFCCP will provide Serco a list of the payment amount for each Eligible Employee on the Final List by the date set forth on the Timeline. Serco will issue checks or make electronic payments to each Eligible Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and 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. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Employee will be void. With respect to any uncashed funds, Serco will make a second distribution to all Eligible Employees who cashed their first check if the distribution exceeds \$30 for each Eligible Employee. If the uncashed funds do not exceed \$30 for each Eligible Employee, Serco will use the remaining amount toward training on Equal Employment Opportunity.
- e. **Tax Payments, Forms and Reporting.** Serco will pay Serco's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Serco shall mail to each Eligible Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Serco and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Serco agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Serco 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 Documents or additions to the materials distributed by Serco, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Employees.** OFCCP shall provide Serco with complete contact information in its possession or its authority to obtain on the Affected Employees by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Employees.** Serco will provide initial notice by regular first-class mail. Serco 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 Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Serco will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Serco shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact.. These other means will be designed to maximize the ability of Affected Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Employees about this Agreement through official U.S. Department of Labor channels.
- g. **Notice Deadline.** The final deadline for any Affected Employee to respond to the notice is set forth in the Timeline. 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper regarding this Agreement. Serco will provide OFCCP contact information to any Affected Employee with questions or concerns.
- i. **Exchange of Information Regarding Affected Employees.** Serco and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Serco will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Serco 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, Serco will provide a similar documentation on the second distribution.

1. **Contractor's Expenses.** Serco will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. **Pay Adjustments.** No later than June 1, 2022, Serco will conduct a regression analysis of compensation using the methodology described in Attachment D for all employees in Information Technology Professionals positions in the Herndon AAP (excluding recently acquired employees who have not yet been integrated into Serco's compensation structure) using the most recent annual payroll and Human Resources Information System (HRIS) data available. If the above analysis reveals that sex had an effect on pay that is statistically significant to a level of -1.96 standard deviations or lower adverse to women, Serco will conduct research into the employees in the flagged area on a job title basis. Serco will report to OFCCP on the results of its regression analyses and its job title investigation and notify OFCCP of either (a) the job-related explanations for any pay differences or (b) the amount and basis for any pay corrections to address pay differences that could not be explained by job-related factors. No later than June 1, 2023, Serco will conduct a similar analysis using the most recent data available.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. Company Policy and Procedure

- a. Self-monitoring/Auditing. Serco will identify an individual responsible for monitoring the base salaries of employees in Information Technology Professionals positions. Serco will monitor base salary as well as the administration of non-base compensation for any indication of disparities based on gender and will investigate and remedy any such inequity that may be established.
2. **Training.** Within 90 calendar days of the Effective Date of this Agreement, Serco will conduct training for all personnel responsible for determining the base salaries of employees in Information Technology Professionals positions on Serco's commitment to equal employment opportunity and on the policies and practices related to compensation.

VII. OFCCP Monitoring Period

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

- a. **Schedule and Instructions.** Serco agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first progress report will be due on July 1, 2022, and utilize salary data from October 1, 2021, through May 31, 2022. The second progress report will be due on July 1, 2023, and will utilize salary data from June 1, 2022, through May 31, 2023.

Serco will submit reports to: Shanae Moody, District Director,

(b) (6), (b) (7)(C)@dol.gov. Serco 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 Serco provides in accordance with this agreement are customarily kept private or closely-held, and Serco believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Serco 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.

- b. **Reports on Pay Adjustments.** In each Progress Report, Serco will report on any pay adjustments made to date pursuant to the Agreement as well as the date of the adjustment. The reports must include:
- i. A description of the pay analysis conducted by Serco;
 - ii. The number of employees that were part of the pay analysis conducted pursuant to this Agreement;
 - iii. A summary of findings regarding Serco’s current policies, procedures, and practices related to compensation, and the results of the compensation analyses completed using the stipulated model;
 - iv. A report of all pay adjustments made pursuant to the Agreement, including a summary of who received pay increases, how much each salary was increased (in percentage terms, and how that figure was determined; and
 - v. Any additional recommended actions or revisions to the compensation policies, procedures, and practices to ensure nondiscrimination in compensation.

For verification and replication purposes, Serco must submit limited compensation data to OFCCP. Serco will submit to OFCCP individualized compensation data with its second report so that OFCCP can replicate the analyses used in the statistical model.

- c. **Reports on Modifications to Personnel Practices.** In each Progress Report Serco will report on any modifications of personnel and compensation practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior

reporting period, a statement to that effect is sufficient. At a minimum, the report should include:

- i. Summary and documentation of training conducted (or planned) for all individuals involved in compensation practices, including documentation that the training was held, who participated, and a summary of the content.

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 Serco's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Serco in writing within sixty (60) days of the date of the final progress report that Serco 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 Serco within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Serco has met all of its obligations under the Agreement.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Serco, Inc., Herndon, VA 20170.

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

Julie Van Leunen
Chief Human Resources Officer
Serco Inc.
Herndon, VA 20170

DATE: _____

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

Michele Hodge
Regional Director
Mid-Atlantic

DATE: September 30,2021

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents
- D. Methodology

Attachment A – List of Affected Employees

Number	Employee ID	Back Pay	Interest	Total BP + I
1	(b) (6), (b) (7)(C)	\$4,626.12	\$387.54	\$5,013.66
2		\$5,400.72	\$452.43	\$5,853.15
3		\$3,945.55	\$330.53	\$4,276.08
4		\$4,286.81	\$359.12	\$4,645.93
5		\$4,334.26	\$363.09	\$4,697.35
6		\$4,548.60	\$381.05	\$4,929.65
7		\$4,200.78	\$351.91	\$4,552.69
8		\$4,151.15	\$347.75	\$4,498.90
9		\$4,703.73	\$394.04	\$5,097.77
10		\$3,859.93	\$323.36	\$4,183.29
11		\$4,811.50	\$403.07	\$5,214.57
12		\$4,498.76	\$376.87	\$4,875.63
13		\$4,825.94	\$404.28	\$5,230.22
14		\$4,498.76	\$376.87	\$4,875.63
15		\$4,750.28	\$397.94	\$5,148.22
16		\$4,580.55	\$383.72	\$4,964.27
17		\$5,512.18	\$461.77	\$5,973.95
18		\$2,796.69	\$234.28	\$3,030.97
19		\$3,207.67	\$268.71	\$3,476.38
20		\$4,290.26	\$359.40	\$4,649.66
21		\$4,009.59	\$335.89	\$4,345.48
22		\$4,611.03	\$386.28	\$4,997.31
23		\$3,762.87	\$315.22	\$4,078.09
24		\$3,680.80	\$308.35	\$3,989.15
25		\$3,445.31	\$288.62	\$3,733.93
26		\$2,653.86	\$222.32	\$2,876.18
27		\$3,780.50	\$316.70	\$4,097.20
28		\$2,572.87	\$229.57	\$2,802.44
29		\$4,089.78	\$342.61	\$4,432.39
30		\$4,213.29	\$352.96	\$4,566.25
31		\$3,545.84	\$297.04	\$3,842.88
32		\$3,439.78	\$288.16	\$3,727.94
33		\$3,806.49	\$318.88	\$4,125.37
34		\$2,613.81	\$218.97	\$2,832.78
35		\$330.56	\$34.08	\$364.64

Attachment B – Timeline

ACTIVITY	DATE
Serco provides OFCCP with a report in Microsoft Excel of the class members' contact information, to include employee ID, name, last known address, phone number(s), and email addresses	10/15/2021
Serco Mails Notice Documents (First Mailing)	12/1/2021
Deadline for Affected Employees to Reply to Notice	1/1/2022
Serco and OFCCP meet to discuss the results of the initial mail notice	1/15/2022
OFCCP Provides Updated Contact Information to Serco	2/15/2022
Serco Mails Notice Documents (Second Mailing)	3/1/2022
Deadline for Affected Employees to Reply to Second Notice	4/1/2022
Serco Provides List of its Determination of Eligible Individuals	4/15/2022
OFCCP Reviews and Approves Final List and Distribution Amounts	4/30/2022
Serco Mails Back pay Checks	5/30/2022
Serco Notifies OFCCP of Any Checks Returned as Undeliverable	6/15/2022
OFCCP Provides Updated Addresses	6/30/2022
Serco Mails Back pay Checks to New Addresses	7/15/2022
Serco submits two annual reports	7/1/2022; 7/1/2023

ATTACHMENT C -1

NOTICE TO AFFECTED CLASS

Dear [name]:

Serco Inc. (Serco) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged compensation issues that OFCCP found during a routine compliance review of Serco's Herndon, Virginia facility. OFCCP alleges that Serco paid female Information Technology Professionals less per year than males in the same group. Serco has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that Serco violated any laws. OFCCP and Serco entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the women who worked as an Information Technology Professional. Under the Agreement, you may be eligible to receive a payment of at least \$ _____ [insert individual class member's proposed back pay amount from Ex. A] (less deductions required by law). Under the terms of the Agreement it may take up to seven 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. These forms should be mailed as soon as possible to the address or email address below. They must be postmarked to the address below no later than 30 days after this Notice was mailed (postmarked) for you to be entitled to participate in this settlement.

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

12930 Worldgate Drive, #600
Herndon, VA 20170

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 **(b) (6), (b) (7)(C)** at Serco at **(b) (6), (b) (7)(C)**, or contact the OFCCP Arlington District Office at **(b) (6), (b) (7)(C)**. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO SERCO WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Attachment C-1 – Notice to Affected Employees

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

Enclosures

Information Verification Form

Release of Claims Under Executive Order 11246

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 Serco and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

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

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

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 WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

HRSC Lead
12930 Worldgate Drive, #600
Herndon, VA 20170

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

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. The document states that in return for Serco Inc. (“Serco”) paying you money, you agree that you will not file any lawsuit against Serco for allegedly violating Executive Order 11246 in its compensation of female Information Technology Professionals. It also says that Serco does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ [insert individual class member’s proposed back pay amount from Ex. A] (less deductions required by law) by Serco to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Serco, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as an Information Technology Professional on the basis of my gender at any time prior to the date of my signature on this Release.

II.

I understand that Serco denies that it treated me unlawfully or unfairly in any way and that Serco entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on September 13, 2019. I further agree that the payment of the aforesaid sum by Serco to me is not to be construed as an admission of any liability by Serco.

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 Serco within 30 days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Serco.

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

Signature

ATTACHMENT D

(b) (7) (E)