

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
SABRE CORPORATION
3150 Sabre Drive
Southlake, Texas 76092

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Sabre Corporation establishment located at 3150 Sabre Drive in Southlake, Texas (“Sabre”) beginning June 22, 2017 and found that Sabre was not in compliance with Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 Code of Federal Regulations Chapter 60.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Sabre enter into this Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Sabre’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Sabre violates any provision of this Agreement, as set forth in Paragraph III, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Sabre’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. Sabre 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 Sabre of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”), and other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Sabre 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. Sabre 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, the parties will work in good faith to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (“Effective Date”).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Sabre submits its final progress report required in Section VIII below, unless OFCCP notifies Sabre in writing before the expiration date that Sabre 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 Sabre has met all of its obligations under the Agreement.
11. If Sabre violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Sabre a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Sabre 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 Sabre 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 Sabre, 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. Sabre may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and other appropriate relief for violating this Agreement.

12. Sabre denies any violation of the Executive Order, Section 503 or VEVRAA, and there has been no 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 OFCCP.
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. Findings

FINDINGS: OFCCP found that based on the compensation snapshot date of January 1, 2017, Sabre is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Sabre's compensation data revealed statistically significant disparities in base pay impacting 18 Hispanic employees in the IT Analysis job family and 67 female employees in the Project Management job family. Sabre denies these allegations.

REMEDY: Sabre agrees to take steps to ensure its compensation practices and procedures do not result in disparities in pay adversely impacting employees. Sabre agrees to provide back pay and interest to 18 Hispanic employees in the IT Analysis job family and 67 female employees in the Project Management job family. In addition, Sabre will provide training to employees involved in making salary determination and adjustment decisions, as set forth below.

IV. Financial Remedy

1. Settlement

The settlement is a negotiated amount that represents estimated back pay and accrued interest. Sabre'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. To fully and finally resolve all OFCCP allegations related to this compliance evaluation, Sabre agrees to distribute a total of \$300,000 (\$255,000 in back pay and

\$45,000 in interest) to each Eligible Class Member (as defined below) on the Final Class Member list (as defined below), pursuant to the process set forth below.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the settlement will be distributed among Eligible Class Members, as defined in this Section. Appropriate deductions will be made for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local taxes.
- b. **Affected Employees Eligible to Receive Payments.** The settlement 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 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 Employees.** OFCCP will provide Sabre a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. Sabre will issue checks or make electronic payments to each Eligible Class Member 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.** By the date indicated in the Timeline, Sabre will provide OFCCP with a list of Eligible Class Members whose check was returned as undeliverable or uncashed, via email to LaQuandra Adebajo at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Members. If OFCCP obtains an alternate address, Sabre will remail the check to the alternate address. Any check that remains uncashed within 120 days of mailing will be void. With respect to uncashed funds, if the total amount of uncashed checks results in a payment of \$30 or more to each Eligible Class Member who cashed their first check, Sabre will make a 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 to each Eligible Class Member, Sabre will use those uncashed funds in the following ways: to provide additional training in equal employment opportunity to its personnel or to sponsor employee resource groups (affinity groups) that benefit Hispanic and female employees at this facility, as long as none of the uncashed funds revert back to Sabre.

- e. **Tax Payments, Forms and Reporting.** Sabre will pay the Sabre's share of social security withholdings, and any other tax payments required by law from additional funds separate from the settlement. Sabre 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.

- f. **Documentation of Payments.** By the deadline set forth in the Timeline, Sabre will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Sabre will provide similar documentation on the second distribution.

3. Notice Process

- a. **Notice Documents.** Sabre will distribute Notice Documents (Attachments C to Affected Employees identified in Attachment A. The Notice Documents include a Notice, Release of Claims, and an Information Verification Form. The Notice Documents make clear that 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 Sabre, if proposed by either party.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- c. **Distribution of Mail Notice to Affected Employees.** Sabre will send copies of all 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, Sabre will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.

Based on the response to the initial mail notice, Sabre will provide OFCCP the names of individuals who did not respond to the Notice Documents or who did not submit all documents required to participate in the settlement. OFCCP will provide Sabre with updated information for the second mailing in accordance with the Timeline. Sabre will send a second mail distribution to Affected Employees who failed to respond to the first mailing using updated information.

- d. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice documents 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. Any Affected Employee (this includes former employees) who cannot be located or who fails to submit a completed Information

Form and completed Release Form within the timeframes established in the Timeline will not be eligible for any financial remedy under this Agreement.

- e. **Exchange of Information Regarding Affected Employees.** Sabre and OFCCP will timely exchange information regarding Affected Employees, including updated contact information.
4. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice Documents by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. Sabre will establish the Final List and submit it to OFCCP by the date set forth in the Timeline. OFCCP shall make the final determinations of eligibility and return to Sabre the individual pay amounts.

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

1. **Self-Analysis of Pay.** Pursuant to CFR 41 60-2.17(b), Sabre will annually evaluate its compensation system(s) and policies to ensure compliance with CFR 60-1.4(a)(1). This includes evaluating base pay to determine whether or not race, ethnic, or gender-based disparities exist. If there is an indication of statistically significant race, ethnicity, or gender disparities and if such disparities cannot be explained by legitimate non-discriminatory factors, Sabre will remedy such disparities through salary adjustments.
2. **Revised Policies and Procedures.** Sabre 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 its employees as required by 41 CFR 60-1.4(a). All revised pay practices must ensure non-discrimination in rates of pay or other forms of compensation.
3. **Training.** Sabre will provide training to all IT and Project Management Job Family managers, supervisors, and human resources personnel with compensation decision-making authority. The training may be presented via in-person, remote, or video instruction. At a minimum, the training must include the dissemination of information relative to Sabre's non-discrimination obligations, Sabre's revised compensation policies and procedures, and how to properly document the results of pay decisions and retain appropriate records.

VI. Reports and Monitoring Period

1. **Recordkeeping.** Sabre agrees to retain all records relevant to the violations cited in Sections III - VII 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. Sabre will retain the records until this Agreement expires or per regulatory requirements, whichever is later.

2. **Progress Reports.** Sabre will submit the following reports by the dates set forth in the timeline:

A. **Schedule and Instructions.** Sabre agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule (e.g. reports on revised policies, pay adjustments, validity studies, etc.).

- i. Documentation of monetary payments to all Eligible Class Members as specified in Section IV Financial Remedy above. The documentation must include the names of all Eligible Class Members who were paid, and, for each Eligible Class Member, the check number, the amount of the check, and the date the check cleared the bank. Upon request, Sabre must provide OFCCP with copies of canceled checks.
- ii. Sabre will submit its annual self-assessment of pay, as described in Part V above and information on salary adjustments, if any. If the self-analysis of compensation indicates statistically significant race, ethnic, or gender disparities for which Sabre did not make salary adjustments, Sabre will provide the legitimate non-discriminatory factors that explain the disparity.
- iii. Documentation of any revised compensation policies and procedures as described in Part V above.
- iv. Documentation of training on equal opportunity in compensation, as described in Part V above.

Sabre will submit reports to:

U.S. Department of labor
Office of Federal Contract Compliance Programs
Attention: LaQuandra Adebajo, District Director
525 S. Griffin Street
Dallas, Texas 75201
(b) (6), (b) (7)(C)[@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov)

Progress Report 1: Sabre will submit documentation of monetary payments to Eligible Class Members, along with documentation that Sabre conducted the training as described in Items i. and iv. above.

Progress Report 2: Sabre will submit documentation of monetary payments to Eligible Class Members (in the event of a second distribution), as well as its annual self-assessment and documentation of any revised compensation policies as described in Items i., ii. and iii. above.

B. **Reports on Pay Adjustments (if applicable).** In each Progress Report, Sabre will report on all pay adjustments made to date pursuant to the Agreement as well as the date of the adjustments.

C. **Confidentiality.** To the extent any of the reports Sabre provides in accordance with this Agreement are customarily kept private or closely held, and Sabre believes they

should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Sabre will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will provide notice to Sabre as to the request and shall treat any such documents as confidential documents, not subject to disclosure to the extent allowed by law.

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

Attachments:

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

VII. SIGNATURES

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

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

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

DAN FELDMAN
Sabre Corporation

Date: September 30, 2022

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

MELISSA L. SPEER
SWARM Regional Director

DATE: September 30, 2022

ATTACHMENT A

LIST OF AFFECTED EMPLOYEES

Count	PAG	Class Member ID
1	(b) (6), (b) (7)(C)	
2		
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18		

Count	PAG	Class Member ID
1	(b) (6), (b) (7)(C)	
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Count	PAG	Class Member ID
18	(b) (6), (b) (7)(C)	
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Count	PAG	Class Member ID
59	(b) (6), (b) (7)(C)	
60		
61		
62		
63		
64		
65		
66		
67		

**ATTACHMENT C
NOTICE TO AFFECTED CLASS**

Dear *[name]*:

Sabre Corporation (Sabre) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of Sabre's facility located at 3150 Sabre Drive Southlake, Texas 76092. The compliance review began in 2017 and related to pay practices existing in 2016. OFCCP's analysis revealed disparities in base pay impacting 18 Hispanic employees in the IT Analysis job family and 67 female employees in the Project Management job family. Sabre denies any violation of E.O. 11246 and there has not been any adjudicated finding that Sabre violated any laws. OFCCP and Sabre entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual 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 (less deductions required by law). Under the terms of the Agreement it may take up to **[number]** months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Forms. 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]
[Sabre]
[Address]**

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

If you have any questions you may call **Sabre POC** at (XXX)XXX-XXXX, or email OFCCP Compliance Officer **(b) (6), (b) (7)(C)**. Your message will be returned as soon as possible.

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

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 Sabre Corporation 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: _____

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

Notify Sabre Corporation 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

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 Sabre Corporation (“Sabre”) paying you money, you agree that you will not file any lawsuit against Sabre for allegedly violating Executive Order 11246, as amended, in connection with the compensation of Hispanic and female employees in positions within the IT Analysis and Project Management job families, respectively. It also says that the Sabre does not admit that it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$[XXX] (less deductions required by law) to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Sabre, 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 relating to my compensation on the basis of my gender or race/Ethnicity at any time through the effective date of this Release.

II.

I understand that Sabre denies that it treated me unlawfully or unfairly in any way and that Sabre 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 June 22, 2017. I further agree that the payment of the aforesaid sum by Sabre to me is not to be construed as an admission of any liability by Sabre.

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 Sabre.

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

Printed Name

Signature

REPORTING TIMELINE

	Company Name: Sabre Corporation Effective Date of Conciliation Agreement:		9/30/2022
	ACTION REQUIRED	Number of Days	Due Date
	A. Class Member List		
1	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	10/30/2022
2	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
3	Within (60) 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.	60	11/29/2022
4	OFCCP will provide 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.	75	12/14/2022
5	Within 15 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	12/29/2022
6	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	1/28/2023
7	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	2/7/2023
8	Within one hundred forty (140) 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	140	2/17/2023
9	Within 150 days of the Effective Date of the agreement, Contractor will issue checks or make electronic payments to each Eligible Class Member in the stated amount.	150	2/27/2023
10	Within 20 days of receipt of Progress Report 1, which includes documentation of all payments made, any payments returned undelivered, and any checks not cashed, OFCCP will make efforts to locate and communicate with Eligible Class Members whose checks were returned as undeliverable.	20	4/21/2023
11	If OFCCP obtains an alternate address, Contractor will remail the check to the alternative address, within 10 days of receipt.	10	5/1/2023
12	Any check that remains uncashed more than 120 days after the initial date mailed to the Eligible Class Member shall be void.	120	6/27/2023
13	Contractor will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed.	10	7/7/2023

14	One hundred fifty (150) 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.	150	7/27/2023
15	Contractor will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed, in it's second progress report, if the second monetary disbursement was necessary .	60	10/30/2023
	C. Reporting	Number of Days	Due Date
19	Progress Report 1 Documentation of payment to Eligible Class Members, as well as documentation of training.	183	4/1/2023
20	For the period of October 1, 2022 to September 30, 2023; contractor will submit Progress Report 2 including - Documentation of payment to Eligible Class Members, if a 2nd distribution occurs, Compensation Self-analysis, Documentation of any revised pay	395	10/30/2023
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	12/29/2023
*Expiration date of CA - 60 days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier			