

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Pitney Bowes Presort Services, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the following Pitney Bowes establishments: Pitney Bowes Presort Services, LLC located at 9069 North Deerbrook Trail, Brown Deer, WI 53223 (R00210259); Pitney Bowes Presort Services, LLC located at 4350 121st Street, Urbandale, IA 50323 (R00304840); Pitney Bowes Presort Services, LLC located at 10110 1st Street, Omaha, NE 68127 (R00305055); Pitney Bowes Presort Services, LLC located at 5071 West 74th Street, Indianapolis, IN 46268 (R00305092); Pitney Bowes Presort Services, LLC located at 42 Runway Road, Levittown, PA 19057 (R00211005); Pitney Bowes Presort Services, LLC located at 4201 Pottsville Pike, Reading, PA 19605 (R00304372); and Pitney Bowes Presort Services, LLC located at 1101 Post N Paddock Street Grand Prairie, TX 75050 (R00309090) (hereinafter “Reviewed Establishments”). OFCCP found that the Reviewed Establishments failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), and the respective implementing regulations at 41 CFR 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 Pitney Bowes Presort Services, LLC (collectively, the “Parties”) 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 Pitney Bowes Presort Services, LLC’s (“Pitney Bowes”) 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 Era Veterans’ Readjustment Assistance Act of 1974, as amended, (“VEVRAA”) based on the violations described in Parts III and VII below. However, OFCCP retains the right to initiate legal proceedings to enforce the Agreement if Pitney Bowes 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 Pitney Bowes’ compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Pitney Bowes 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 Pitney Bowes 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. Pitney Bowes and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Pitney Bowes 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 OFCCP's Regional Director of the Midwest Region, Mid-Atlantic Region, and Northeast 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 Pitney Bowes submits its final progress report required in Section VIII, below, unless OFCCP notifies Pitney Bowes in writing before the expiration date that Pitney Bowes 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 Pitney Bowes has met all of its obligations under the Agreement.
11. If Pitney Bowes violates this Agreement:
 - a. The procedures at 41 CFR § 60-1.34 will govern:
 - i. OFCCP will send Pitney Bowes a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Pitney Bowes 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 Pitney Bowes 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 Pitney Bowes, 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. Pitney Bowes may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27 and/or other appropriate relief for violating this Agreement.
12. Pitney Bowes denies any violation of the Executive Order and there has not 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 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. Discrimination Violations

Alleged Race Discrimination in Hiring: OFCCP alleges that Pitney Bowes discriminated against applicants who applied for Presorter, Warehouse Mail Sorter, and positions in Job Group 7006, 1st Level Operations Support in violation of E.O. 11246 section 202 and 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in hiring rates at the facilities identified below.

1. Discrimination in Hiring – Brown Deer, WI (R00210259)

During the review period of January 23, 2017, through December 31, 2018, OFCCP alleges that Pitney Bowes discriminated against Black and/or African American applicants who applied for Presorter positions in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black and/or African American applicants when compared to similarly qualified Asian applicants resulting in a shortfall of thirty-two (32) Black and/or African American hires.

2. Discrimination in Hiring – Levittown, PA (R00211005)

During the review period of January 1, 2018, through December 31, 2019, OFCCP alleges that Pitney Bowes discriminated against Black and/or African American applicants and White applicants who applied for Presorter positions in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black and/or African American applicants and White applicants when compared to similarly qualified Asian applicants resulting in a shortfall of nine (9) Black and/or African American hires and six (6) White hires.

3. Discrimination in Hiring – Urbandale, IA (R00304840)

During the review period of January 4, 2020, through December 31, 2021, OFCCP alleges that Pitney Bowes discriminated against White applicants who applied for Warehouse Mail Sorter positions in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for White applicants when compared to similarly qualified Asian applicants resulting in a shortfall of twenty (20) White hires.

4. Discrimination in Hiring – Reading, PA (R00304372)

During the review period of January 1, 2020, through December 31, 2021, OFCCP alleges that Pitney Bowes discriminated against Black and/or African American applicants and White applicants who applied for Presorter positions in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black and/or African American applicants and White applicants when compared to similarly qualified Asian applicants resulting in a shortfall of six (6) Black and/or African American hires and sixteen (16) White hires.

5. Discrimination in Hiring – Grand Prairie, TX (R00309090)

During the review period of January 1, 2022, through December 31, 2022, OFCCP alleges that Pitney Bowes discriminated against Hispanic applicants who applied for positions in Job Group 7006 – 1st Level Operations Support in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Hispanic applicants when compared to similarly qualified Black or African American applicants resulting in a shortfall of seventeen (17) hires.

IV. Financial Remedy

1. Settlement Fund

The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Pitney Bowes agrees to pay a total of \$1,590,000.00 in back pay and accrued interest. Pitney Bowes' share of statutory taxes on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA), and other federal, state and/or local taxes, is not part of the Settlement Fund.

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, Pitney Bowes will deposit a total of \$1,590,000.00 in an FDIC-insured interest-bearing account at the prevailing interest rate. Pitney Bowes will notify OFCCP when this action is complete and provide appropriate documentation, within seven (7) days of establishing the account, 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 (Attachment B – Disbursement of Settlement Fund), Pitney Bowes 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. Pitney Bowes will be responsible for any fees associated with the FDIC-insured interest-bearing account.
- b. **Claims Administrator.** Pitney Bowes may engage a Claims Administrator for the Settlement Fund. If a Claims Administrator is engaged by Pitney Bowes, its duties may include, but are not limited to, establishing the Settlement Fund account, finding updated contact information for Affected Applicants or Eligible Applicants, mailing notices, responding to inquiries from Affected Applicants or Eligible Applicants, providing reports to Pitney Bowes and OFCCP, and issuing payments from the Settlement Fund as described below. All fees for services by the Claims Administrator will be paid by Pitney Bowes. No funds from the Settlement Fund will be used to cover Claims Administrator fees.
- c. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$1,399,200.00 in back pay and \$190,800.00 in interest to resolve specific violations set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed pursuant to this Agreement. Individual distributions will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.

- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed equally to all persons who are identified by OFCCP as “Affected Applicants” in Attachment A who timely respond to the Notice Process, as explained below and whose eligibility is verified by OFCCP (hereinafter referred to as “Eligible Applicant(s)”). Eligible Applicants will be established by OFCCP on a “Final List of Eligible Applicants” (hereinafter, “Final List”). The Settlement Fund will be distributed to the Eligible Applicants on the Final List in equal shares. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Pitney Bowes.
- c. **Payments to Eligible Applicants.** Pitney Bowes will issue checks or make electronic payments to each Eligible Applicant 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. Reasonable efforts will be made to ensure that all Eligible Applicants listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Applicant did not receive a check or that a check was lost, OFCCP and Pitney Bowes will work together to provide a replacement check before any funds are redistributed to other Eligible Applicants. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Pitney Bowes will make a second distribution in equal shares to all Eligible Applicants who cashed their first check, but only if the total amount that would be distributed to each Eligible Applicant exceeds \$20 (twenty dollars). Pitney Bowes will mail the second distribution to such participants by the date specified in the Timeline. With respect to any uncashed checks from either the initial or second distribution, as applicable, Pitney Bowes will deposit the monies in the name of any Eligible Applicant who did not cash his/her/their check with the appropriate State Agency in charge of unclaimed property. No portion of these funds shall revert directly or indirectly to Pitney Bowes or any of its affiliates. Pitney Bowes will notify each Eligible Applicant whose check is sent to the State Agency in charge of unclaimed property.
- d. **Tax Payments, Forms and Reporting.** Pitney Bowes will pay its share of Social Security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Pitney Bowes shall mail to each Eligible Applicant 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 Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicants will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See* 26 C.F.R. § 31.3402(f)(2)-1(a).

pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

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 Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Pitney Bowes 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 Pitney Bowes agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Pitney Bowes will distribute Notice Documents contained in Attachment C to Affected Applicants identified in Attachment A. The Notice Documents include a Notice, Information Verification Form and Release of Claims. The Notice Documents 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 Notice Documents or additions to the materials distributed by Pitney Bowes, 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 Applicants.** OFCCP shall provide Pitney Bowes with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** Pitney Bowes will provide initial notice by regular first-class mail. Pitney Bowes will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the address provided by each Affected Applicant at the time of application, by the date set forth in the Timeline. If an updated address is provided to Pitney Bowes by OFCCP that address will be used instead. If envelopes from the initial mail notice are returned with forwarding addresses, Pitney Bowes will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

² The IRS issued its implementing regulations in January 2021, available at: [Denial of Deduction for Certain Fines, Penalties, and Other Amounts Related Information Reporting Requirements](https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting) (https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting)

Per the Timeline, Pitney Bowes will provide OFCCP with specific information pertaining to Affected Applicants in Microsoft Excel. 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. OFCCP may attempt to locate those Affected Applicants who did not respond and may reach out to Affected Applicants who did not submit both forms, or who failed to sign a form. OFCCP will provide Pitney Bowes with information for a second mailing in accordance with the Timeline. Pitney Bowes will send a second mail notice to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Affected Applicant 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents. The parties will document all inquiries and any actions taken. The parties will prominently display contact information for the Pitney Bowes representative and OFCCP representative on all materials distributed to Affected Applicants in paper or online form regarding this Agreement. Pitney Bowes will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- h. **Exchange of Information Regarding Affected Applicants.** Pitney Bowes and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- i. **Final Lists of Eligible Applicants.** The Final Lists will include all Affected Applicants for each establishment who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. Within the timeframes established in the Timeline, Pitney Bowes will provide OFCCP with the list of Affected Applicants who timely responded to notices in accordance with the Agreement, and OFCCP will approve the Final List. The parties will meet and confer on any outstanding issues or questions regarding the Final List of Eligible Applicants. Either party may identify potentially eligible Applicants 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 Lists. Pitney Bowes will provide to OFCCP any information necessary to determine the Final Lists.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Pitney Bowes will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, 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 Pitney Bowes will provide a similar documentation on the second distribution.

- k. **Pitney Bowes' Expenses.** Pitney Bowes 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. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur at each of the establishments in the Presorter, Warehouse Mail Sorter or Job Group 7006 positions (hereinafter "Affected Positions"), Pitney Bowes shall make bona fide full-time job offers with retroactive seniority to Eligible Applicants who have expressed interest in employment and who are not currently employed in the job at issue by Pitney Bowes ("Job Offer Eligible Applicants"), until one hundred and six (106) Job Offer Eligible Applicants³ are hired or the list of Job Offer Eligible Applicants is exhausted, whichever comes first. Until that time, these Job Offer Eligible Applicants will have priority over all other candidates for hire into the Affected Positions, except as noted below. As vacancies occur in the Affected Positions at the Reviewed Establishments, Pitney Bowes shall contact the Job Offer Eligible Applicants with a written job offer in the order in which they submitted their Information Verification Form, or, if the Form was received on the same day, in the order of their original application date. The written offers may be communicated by either U.S. Mail or email. After the initial communication of the offer, Pitney Bowes will make at least one attempt by phone and one attempt by email to contact the Job Offer Eligible Applicants. If no response is received within five (5) business days of the subsequent attempts at contact, Pitney Bowes may move on to the next person on the list. Offers of employment to the Job Offer Eligible Applicants shall be conditional and will require the individual to possess the minimum qualifications and satisfy any other conditions for employment that apply to applicants to the Affected Positions outside of this agreement. If the Job Offer Eligible Applicant rejects the job offer or fails to satisfy any of the conditions for employment, Pitney Bowes may withdraw the job offer and shall be under no obligation to hire the individual or make any further job offers to the individual pursuant to the Agreement. If consecutive offers to five Job Offer Eligible Applicants for employment at the same establishment fail to result in a successful hire, Pitney Bowes may then convert an existing temporary worker at that establishment to regular employment before resuming the process of offering employment to Job Offer Eligible Applicants.

³ The one hundred and six (106) hires are divided among the five (5) establishments listed in Section III, above, as follows: thirty-two (32) hires in Milwaukee, WI, fifteen (15) hires in Levittown, PA, twenty (20) hires in Urbandale, IA, twenty-two (22) hires in Reading, PA, and seventeen (17) hires in Grand Prairie, TX.

As a matter of business necessity Pitney Bowes regularly has to fill multiple openings at the same time and within a short time period. When this happens, Pitney Bowes may simultaneously communicate conditional job offers to multiple Job Offer Eligible Applicants indicating to each Job Offer Eligible Applicant that the offer is conditional upon acceptance being received before the requisite number of positions have been filled. In these situations, the Job Offer Eligible Applicants will be employed in the order in which their acceptances are received. Job Offer Eligible Applicants that accept the conditional offer but are not hired because all of the positions were already filled will remain eligible for future offers of employment and will maintain their priority for such offers. In addition, in the event that a good faith effort to hire a Job Offer Eligible Applicant for a particular opening will not be sufficient to satisfy a business need to fill that opening quickly, Pitney Bowes will not be required to give priority to a Job Offer Eligible Applicant for that opening provided that priority for the next opening is then given to that Job Offer Eligible Applicant.

The report-to-work date for Job Offer Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Job Offer Eligible Applicant must report to work on the day designated or provide Pitney Bowes notice of good cause for their absence on or before that date. If good cause is provided, the Job Offer must report to work within five (5) days of the original designated start date. Otherwise, Pitney Bowes may withdraw the job offer and shall be under no obligation to hire the Job Offer Eligible Applicant under this Agreement but remains obligated to hire until one hundred and six (106) Affected Positions are filled, or the list of Job Offer Eligible Applicants is exhausted, whichever comes first.

Pitney Bowes agrees to pay Job Offer Eligible Applicants hired under this provision at least the current entry level wage for the Affected position that is in effect at the time of the hire and shall provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Pitney Bowes will document the job offers and hires, including job offers made, reasons for rejection, and Job Offer Eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

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

1. **Compliance.** Pitney Bowes will ensure that all applicants are afforded equal employment opportunities and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran.
2. **Revised Hiring Process:** In accordance with the Timeline, Pitney Bowes will review and, if appropriate, revise the practices, policies, and procedures it uses to select

applicants for the Affected Positions (Revised Hiring Process). The Revised Hiring Process requires Pitney Bowes to do the following:

- a. Ensure that all applicants are afforded equal employment opportunities. Pitney Bowes's Revised Hiring Process shall comply with all OFCCP regulations concerning selection procedures, including 41 CFR Part 60-3.
- b. Ensure that applicants at Pitney Bowes are tracked, and decisions are documented at each step in the hiring process, as well as ensuring that any referral policy is being implemented in a nondiscriminatory manner. Pitney Bowes shall maintain procedures to ensure that documents are retained in accordance with 41 CFR §§ 60-1.12(a) and 60-3.

3. **Training.**

- a. Pitney Bowes will train all management and individuals involved in any way in recruiting, selecting, or tracking applicants for Affected Positions at Pitney Bowes on the Revised Hiring Process and OFCCP's recordkeeping obligations. The training will include instruction on the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; the procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 CFR §§ 60-1.12(a) and 60-3. Additionally, the training will cover the requirement that Pitney Bowes must not retaliate against applicants who benefit from the provisions of the Agreement. Pitney Bowes will maintain a record of the date of each training, and the name and job title of each manager and employee attending the training.
- b. The training must ensure that individuals who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (2) consistently and fairly implement the Revised Hiring Process, and (3) properly document the results of their decisions and retain appropriate records.

4. **Monitoring.** Pitney Bowes agrees to monitor Affected Position selection rates at each step of its selection process. If Pitney Bowes adds or changes a step in its process, the additional step will also be analyzed. When Pitney Bowes finds that a selection procedure or qualification has an adverse impact, as defined by 41 CFR § 60-3.4(D), on the hiring of applicants of a particular race or sex, Pitney Bowes will eliminate the procedure, identify a legitimate business need for the selection procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part § 60-3. Pitney Bowes agrees to maintain and make available to OFCCP records concerning the impact

of the selection process for the Affected Positions at the reviewed establishments. The records will include the race and sex of applicants, hires, and the selection process utilized. Pitney Bowes will retain this information until the expiration of the Agreement or as long as required by the regulations, whichever is later.

VII. Technical Violations and Remedies

1. **VIOLATION:** During the periods described in Section III above, OFCCP alleges that Pitney Bowes failed to perform in-depth analyses of its total employment process at the Reviewed Establishments to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR § 60-2.17(b). Specifically, OFCCP alleges that Pitney Bowes had hiring activity that showed statistically significant adverse impact against Black, White, and Hispanic applicants at its establishments and Pitney Bowes did not identify the issues and did not conduct in-depth analyses of the cause of the adverse impact.

REMEDY: Pitney Bowes shall perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 CFR § 60-2.17(b). Additionally, Pitney Bowes will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures have on employment opportunities. When the total selection process for a job has an impact, the individual components of the selection process will be evaluated for adverse impact in accordance with the requirements of 41 § CFR 60-3.4.

2. **VIOLATION:** During the periods described in Section III above, Pitney Bowes failed to keep and preserve complete and accurate personnel and employment records at the Reviewed Establishments, in violation of 41 CFR § 60-1.12(a). Specifically, Pitney Bowes failed to properly maintain documentation of the steps in the selection process including interviews, and interview notes.

REMEDY: Pitney Bowes shall keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR § 60-1.12(a) and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later.

3. **VIOLATION:** Pitney Bowes did not maintain records sufficient to identify, where possible, the gender, race and ethnicity of each applicant or each Internet Applicant as defined by 41 CFR 60-1.3. This is in violation of 41 CFR 60-1.12(c). Specifically, in the compliance evaluations of Pitney Bowes in Omaha, NE (R00305055, review period of March 2, 2020 to March 2, 2022), Pitney Bowes in Indianapolis, IN (R00305092, review period of May 17, 2020 to May 17 2022), Pitney Bowes in Levittown, PA (R00211005, review period of January 1, 2018, through December 31, 2019), Pitney Bowes in Reading, PA (R00304372, review period of January 1, 2020, through December 31, 2021), and Pitney Bowes in Grand Prairie, TX (R00309090, review period of January 1, 2022 to

December 31, 2022) OFCCP found that Pitney Bowes could not produce race or ethnicity information for much of the applicant flow.

REMEDY: Pitney Bowes will revise its application process to ensure that applicants are offered the opportunity to self-identify their gender, race and ethnicity. Pitney Bowes agrees to maintain and provide to OFCCP the gender, race, and ethnicity of each employee and where possible the gender, race and ethnicity of each applicant or Internet applicant.

VIII. OFCCP Monitoring Period

1. Recordkeeping. Pitney Bowes agrees to retain all records relevant to the violations cited in Sections III and 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. Pitney Bowes 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.** Pitney Bowes will submit two Progress Reports covering each 12-month period of this Agreement. The Progress Reports shall cover successive 12-month periods and shall be submitted 60 calendar days after the close of that 12-month period, in accordance with the Timeline. Pitney Bowes must submit the reports via email to OFCCP Milwaukee District Office, attn: (b) (6), (b) (7)(C), Technical Expert at (b) (6), (b) (7)(C)@dol.gov.

Pitney Bowes 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 Pitney Bowes provides in accordance with the Agreement are customarily kept private or closely held, and Pitney Bowes believes should remain confidential under Exemption 4 of the Freedom of Information Act ("FOIA"), Pitney Bowes 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 to the extent required by law.

b. Content of Reports.

- i. **Reports on Job Offers to Job Offer Eligible Applicants.** In each Progress Report, Pitney Bowes will report on all job offers and hires made to date pursuant to the Agreement until one hundred and six (106) Job Offer Eligible Applicants are hired or the list of Job Offer Eligible Applicants is exhausted. This includes:
 - a) Documentation of all job offers made at each establishment to Job Offer Eligible Applicants, including the names of individuals offered jobs, the date

of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.

- b) Documentation of Job Offer Eligible Applicants who expressed interest in job offers who did not successfully complete the application process for each establishment, including the names of these individuals, the date of their application, if any, and the reason Pitney Bowes determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - c) Documentation of Job Offer Eligible Applicants at each establishment who were hired and terminated during the life of this Agreement and the reason for the termination.
 - d) Documentation of the number of available positions at each establishment remaining to be filled and the number of Job Offer Eligible Applicants still on the list.
 - e) Documentation of the start dates for Job Offer Eligible Applicants for each establishment who were hired.
 - f) If Pitney Bowes has not filled all the positions specified for each establishment in this Agreement by submission of the First Progress Report date, documentation of the reason(s) this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - g) If Pitney Bowes fails to meet its hiring obligations pursuant to the terms of this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the Monitoring Period or to pursue enforcement remedies.
- ii. **Personnel Activity Records.** Pitney Bowes will submit applicant flow and hire information with each Progress Report. The information will include each individual who applied for a Presorter, Warehouse mail Sorter, or a Position in Job Group 7006, 1st Level Operations Support or equivalent position during the monitoring period, in an electronic database that contains the following information for each individual: First and Last Name, Applicant ID or other Unique ID, Race, Sex, Referral Source, Reason for Non-Selection or Hire, as applicable, Date of Hire, job group applied to, position applied to and position hired into.
 - iii. **Reports on Modifications to Personnel Practices.** In each Progress Report Pitney Bowes will report on all modifications of personnel 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.

- iv. **Reports on Training Personnel.** In each Progress Report, Pitney Bowes will report on training given to all managers, supervisors, and other personnel involved in recruiting, selecting, tracking applicants, or onboarding new hires for the Reviewed Establishments. The documentation must include the dates of the training, the names or employee identification numbers and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- 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 Pitney Bowes' final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Pitney Bowes in writing within sixty (60) days of the date of the final progress report that Pitney Bowes 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 Pitney Bowes within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Pitney Bowes has met all its obligations under the Agreement.

{Signature Page Follows}

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Pitney Bowes Presort Services, LLC.

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

9/29/23

Date: _____

Andrew Gold
Senior VP & Chief HR Officer
Pitney Bowes Presort Services, LLC

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

9/29/23

Date: _____

Carmen Navarro
Regional Director
OFCCP Midwest Region

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

9/29/23

Date: _____

Samuel Maiden
Regional Director
OFCCP Mid-Atlantic Region
and Acting Northeast Region

Attachments:

- A. Lists of Affected Applicants
- B. Timeline
- C. Notice to Affected Applicants Templates
- D. Information Verification & Employment Interest Forms
- E. Release of Claims Forms

Attachment A - Lists of Affected Applicants

Affected Applicants - Brown Deer, WI		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Applicants - Brown Deer, WI		
Count	Candidate ID	Name
40	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Applicants - Brown Deer, WI		
Count	Candidate ID	Name
79	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Black Applicants – Levittown, PA		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Black Applicants – Levittown, PA		
Count	Candidate ID	Name
43	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Black Applicants – Levittown, PA		
Count	Candidate ID	Name
85	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Black Applicants – Levittown, PA		
Count	Candidate ID	Name
127	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected White Applicants – Levittown, PA		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected White Applicants – Levittown, PA		
Count	Candidate ID	Name
44	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Applicants - Urbandale, IA		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Black Applicants – Reading, PA		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected White Applicants – Reading, PA		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected White Applicants – Reading, PA		
Count	Candidate ID	Name
44	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

Affected Applicants - Grand Prairie, Texas		
Count	Candidate ID	Name
1	(b) (6), (b) (7)(C)	
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Attachment A - Lists of Affected Applicants

41	(b) (6), (b) (7)(C)
42	

CA Signed by RD: 9/29/2023			
9/29/2023	Friday		Effective Date
Contractor	Contractor Day	# of Days	Action Required
10/29/2023	Sunday	30	Within thirty (30) days after the Effective Date, Pitney Bowes will deposit a total of \$1,590,000.00 in an FDIC-insured interest-bearing account at the prevailing interest rate.
10/29/2023	Sunday	30	Pitney Bowes provides initial list of Affected Applicants to OFCCP for confirmation to issue the notice.
11/5/2023	Sunday	37	Pitney Bowes will notify OFCCP within seven (7) days of establishing the account, 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.
11/8/2023	Wednesday	40	OFCCP will provide Pitney Bowes with a Final Affected Applicants List to be used for Distribution of Notice to Affected Applicants
11/13/2023	Monday	45	Pitney Bowes issues initial notice documents
		Varies	If envelopes from the initial mail notice are returned with forwarding addresses, Pitney Bowes will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
		Biweekly	Pitney Bowes notifies OFCCP of all letters returned as undeliverable. If a Notice is returned with a forwarding address, Pitney Bowes will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
12/8/2023	Friday	70	Contractor will send OFCCP a list in MS Excel of all Affected Applicants with the following information: First Name, Last Name, notice returned as undeliverable – Y/N, re-mailed to forwarding address – Y/N, Information Verification Form received by Contractor – Y/N, Information Verification Form Acceptable - Y/N, Release of Claims Form Received – Y/N, Release of Claims Form Acceptable – Y/N.
12/13/2023	Wednesday	75	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
12/28/2023		90	Within 20 days of receipt of this list, OFCCP will attempt to locate the Affected Applicants whose letters were returned as undeliverable or who did not respond.
1/12/2024		105	Pitney Bowes will send second mailing within 30 days after meeting with OFCCP.
2/26/2024		150	Final deadline for Affected Applicants to respond to the notice.

3/12/2024		165	Pitney Bowes provides list of Eligible Applicants who will participate in the settlement fund as well as a list of Job Offer Eligible Applicants.
3/27/2024		180	OFCCP reviews and approves final Eligible Applicants List and Job Offer Eligible Applicants list.
Disbursement of Settlement Fund			
Contractor	Contractor Day	# of Days	Action Required
4/26/2024	Friday	210	Pitney Bowes disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Applicant list.
		Varies	Pitney Bowes will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
5/18/2024	Saturday	232	OFCCP will provide alternate address to Pitney Bowes.
6/2/2024	Sunday	247	Pitney Bowes will re-mail checks with new address provided by OFCCP.
6/10/2024	Monday	255	Report on Status of Payments: Pitney Bowes will notify OFCCP of any checks uncashed after 45 days. Pitney Bowes will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
10/23/2024	Wednesday	390	Eligible Applicants have 180 days to cash their checks, after which the first checks become void.
11/22/2024	Friday	420	Pitney Bowes will make a second distribution, as appropriate, 30 calendar days after initial checks are void.
1/6/2025	Monday	465	Second Check Deadline: Eligible Applicants who have been issued second checks have 45 days to cash checks. As appropriate, Pitney Bowes will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.

2/5/2025	Wednesday	495	The settlement fund closes 45 days after the second distribution. Any funds remaining will be provided to the appropriate State Agency responsible for unclaimed property. In the event of any uncashed funds after the distribution, Pitney Bowes will submit documentation showing that uncashed funds have been deposited with the appropriate state agency responsible for unclaimed property and that Pitney Bowes has notified each Eligible Applicant that their money has been sent to such state agency.
Employment			
Contractor	Contractor Day	# of Days	Action Required
		Varies	As positions become available, Pitney Bowes shall make an offer of employment either by U.S. Mail or Email to Job Offer Eligible Applicants. After the initial communication of the offer, Pitney Bowes will make at least one attempt by phone and one attempt by email to contact the Job Offer Eligible Applicants. See CA for further details and reporting requirements.
Progress Reports			
Report #	Covering		Report Due Dates
	From	To	
1	10/1/2023	9/30/2024	11/30/2024
2	10/1/2024	9/30/2025	11/30/2025

ATTACHMENT C

NOTICE TO AFFECTED CLASS – Brown Deer, WI

You may be eligible to get money because of a legal settlement between Pitney Bowes and the U.S. Department of Labor

Dear [name]:

Pitney Bowes and the United States 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"), as amended, that OFCCP found during its compliance review of Pitney Bowes' facility located in Brown Deer, Wisconsin.

OFCCP's analysis showed statistically significant disparities in the hiring rates of Black applicants for Presorter positions during the period of January 23, 2017 through December 31, 2018 (Review Period).

Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/classmembers>. Pitney Bowes has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Pitney Bowes violated any laws. OFCCP and Pitney Bowes entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a Presorter position during the Review Period at the Brown Deer, Wisconsin facility. As part of this Agreement, you are eligible to receive a distribution of at least \$3,397.43, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *(Insert date affected applicants must respond)*.**

(Name)
(Position)
Company
(Address)

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

In addition to the monetary distribution, Pitney Bowes will be making job offers for Presorter positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Pitney Bowes, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Presorter positions in the order that Pitney Bowes receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefit.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PITNEY BOWES BY (Insert date affected applicants must respond), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may contact OFCCP Technical Expert (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C), or via email a (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

Sincerely,

NOTICE TO AFFECTED CLASS – Urbandale, IA

**You may be eligible to get money because of a legal settlement between
Pitney Bowes and the U.S. Department of Labor**

Dear [name]:

Pitney Bowes and the United States 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"), as amended, that OFCCP found during its compliance review of Pitney Bowes' facility located in Urbandale, Iowa.

OFCCP's analysis showed statistically significant disparities in the hiring rates of white applicants for Warehouse Mail Sorter positions during the period of January 4, 2020 through Dember 31, 2021 (Review Period).

Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/classmembers>. Pitney Bowes has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Pitney Bowes violated any laws. OFCCP and Pitney Bowes entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a Warehouse Mail Sorter position during the Review Period at the Urbandale, Iowa facility. As part of this Agreement, you are eligible to receive a distribution of at least \$3,397.43, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *(Insert date affected applicants must respond)*.**

(Name)
(Position)
Company
(Address)

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

In addition to the monetary distribution, Pitney Bowes will be making job offers for Warehouse Mail Sorter positions to a limited number of individuals receiving this notification. It is not certain

that you will receive a job offer. If you are still interested in employment with Pitney Bowes, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Warehouse Mail Sorter positions in the order that Pitney Bowes receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PITNEY BOWES BY (Insert date affected applicants must respond), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may contact OFCCP Technical Expert (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)- (b) (6), (b) (7)(C), or via email a (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

Sincerely,

NOTICE TO AFFECTED CLASS – Levittown, PA

**You may be eligible to get money because of a legal settlement between
Pitney Bowes and the U.S. Department of Labor**

Dear [name]:

Pitney Bowes and the United States 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"), as amended, that OFCCP found during its compliance review of Pitney Bowes' facility located in Levittown, Pennsylvania.

OFCCP's analysis showed statistically significant disparities in the hiring rates of Black and white applicants for Presorter positions during the period of January 1, 2018 through December 31, 2019 (Review Period).

Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/classmembers>. Pitney Bowes has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Pitney Bowes violated any laws. OFCCP and Pitney Bowes entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a Presorter position during the Review Period at the Levittown, Pennsylvania facility. As part of this Agreement, you are eligible to receive a distribution of at least \$3,397.43, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *(Insert date affected applicants must respond)*.**

(Name)
(Position)
Company
(Address)

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

In addition to the monetary distribution, Pitney Bowes will be making job offers for Presorter positions to a limited number of individuals receiving this notification. It is not certain that you

will receive a job offer. If you are still interested in employment with Pitney Bowes, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Presorter positions in the order that Pitney Bowes receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PITNEY BOWES BY (Insert date affected applicants must respond), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may contact OFCCP Technical Expert (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)- (b) (6), (b) (7)(C), or via email at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

Sincerely,

NOTICE TO AFFECTED CLASS – Reading, PA

**You may be eligible to get money because of a legal settlement between
Pitney Bowes and the U.S. Department of Labor**

Dear [name]:

Pitney Bowes and the United States 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"), as amended, that OFCCP found during its compliance review of Pitney Bowes' facility located in Reading, Pennsylvania.

OFCCP's analysis showed statistically significant disparities in the hiring rates of Black and white applicants for Presorter positions during the period of January 1, 2020 through December 31, 2021 (Review Period).

Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/classmembers>. Pitney Bowes has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Pitney Bowes violated any laws. OFCCP and Pitney Bowes entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a Presorter position during the Review Period at the Reading, Pennsylvania facility. As part of this Agreement, you are eligible to receive a distribution of at least \$3,397.43, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *(Insert date affected applicants must respond)*.**

(Name)
(Position)
Company
(Address)

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

In addition to the monetary distribution, Pitney Bowes will be making job offers for Presorter positions to a limited number of individuals receiving this notification. It is not certain that you

will receive a job offer. If you are still interested in employment with Pitney Bowes, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Presorter positions in the order that Pitney Bowes receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PITNEY BOWES BY (Insert date affected applicants must respond), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may contact OFCCP Technical Expert (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)- (b) (6), (b) (7)(C), or via email at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

Sincerely,

NOTICE TO AFFECTED CLASS – Grand Prairie, TX

**You may be eligible to get money because of a legal settlement between
Pitney Bowes and the U.S. Department of Labor**

Dear [name]:

Pitney Bowes and the United States 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"), as amended, that OFCCP found during its compliance review of Pitney Bowes facility located in Grand Prairie, Texas.

OFCCP's analysis showed statistically significant disparities in the hiring rates of Hispanic applicants for 1st Level Operations Support positions during the period of January 1, 2022 through December 31, 2022 (Review Period).

Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/classmembers>. Pitney Bowes has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Pitney Bowes violated any laws. OFCCP and Pitney Bowes entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a 1st Level Operations Support position during the Review Period at the Grand Prairie, Texas facility. As part of this Agreement, you are eligible to receive a distribution of at least \$3,397.43, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *(Insert date affected applicants must respond)*.**

(Name)
(Position)
Company
(Address)

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

In addition to the monetary distribution, Pitney Bowes will be making job offers for 1st Level Operations Support positions to a limited number of individuals receiving this notification. It is

not certain that you will receive a job offer. If you are still interested in employment with Pitney Bowes, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for 1st Level Operations Support positions in the order that Pitney Bowes receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO PITNEY BOWES BY (Insert date affected applicants must respond), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may contact OFCCP Technical Expert (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)- (b) (6), (b) (7)(C), or via email at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

Sincerely,

ATTACHMENT D – Brown Deer, WI

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Pitney Bowes and the U.S. 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 Pitney Bowes at the following address if your address, email address or phone number changes within the next twelve (12) months:

(Insert Address)

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

Please indicate below whether you are currently interested in employment as a Presorter with Pitney Bowes. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

☐ Yes, I am still interested in employment with Pitney Bowes as a Presorter in Brown Deer, WI.

☐ No, I am not currently interested in employment with Pitney Bowes as a Presorter in Brown Deer, WI.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (Insert *date class members must respond*), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(Name)

(Address)

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

Signature

Date

ATTACHMENT D – Urbandale, IA

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Pitney Bowes and the U.S. 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 Pitney Bowes at the following address if your address, email address or phone number changes within the next twelve (12) months:

(Insert Address)

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

Please indicate below whether you are currently interested in employment as a Warehouse Mail Sorter with Pitney Bowes. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

☐ Yes, I am still interested in employment with Pitney Bowes as a Warehouse Mail Sorter in Urbandale, IA.

☐ No, I am not currently interested in employment with Pitney Bowes as a Warehouse Mail Sorter in Urbandale, IA.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (Insert *date class members must respond*), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(Name)

(Address)

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

Signature

Date

ATTACHMENT D – Levittown, PA

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Pitney Bowes and the U.S. 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 Pitney Bowes at the following address if your address, email address or phone number changes within the next twelve (12) months:

(Insert Address)

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

Please indicate below whether you are currently interested in employment as a Presorter with Pitney Bowes. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

☐ Yes, I am still interested in employment with Pitney Bowes as a Presorter in Levittown, PA.

☐ No, I am not currently interested in employment with Pitney Bowes as a Presorter in Levittown, PA.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (Insert *date class members must respond*), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(Name)
(Address)

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

(Print name)

Signature

Date

ATTACHMENT D – Reading, PA

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Pitney Bowes and the U.S. 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 Pitney Bowes at the following address if your address, email address or phone number changes within the next twelve (12) months:

(Insert Address)

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

Please indicate below whether you are currently interested in employment Presorter with Pitney Bowes. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

☐ Yes, I am still interested in employment with Pitney Bowes as a Presorter in Reading, PA.

☐ No, I am not currently interested in employment with Pitney Bowes as a Presorter in Reading, PA.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (Insert *date class members must respond*), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(Name)

(Address)

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

(Print name)

Signature

Date

ATTACHMENT D – Grand Prairie, TX

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Pitney Bowes and the U.S. 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 Pitney Bowes at the following address if your address, email address or phone number changes within the next twelve (12) months:

(Insert Address)

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

Please indicate below whether you are currently interested in employment as a 1st Level Operations Support with Pitney Bowes. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

[] Yes, I am still interested in employment with Pitney Bowes as a 1st Level Operations Support in Grand Prairie, TX.

[] No, I am not currently interested in employment with Pitney Bowes as a 1st Level Operations Support in Grand Prairie, TX.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (Insert *date class members must respond*), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(Name)

(Address)

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

Signature

ATTACHMENT E – Brown Deer, WI

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for Pitney Bowes paying you money, you agree that you will not file any lawsuit against Pitney Bowes for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Presorter positions. It also says that Pitney Bowes 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 payment of at least \$_____ (less deductions required by law) by Pitney Bowes to me, which I, (print name) _____, agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pitney Bowes 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 to my non-selection for employment in a Presorter position on the basis of my race at any time through the effective date of 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 non-selection with Pitney Bowes through the Effective Date of this Release.

II.

I understand that Pitney Bowes does not admit that it treated me unlawfully or unfairly in any way and that Pitney Bowes 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 January 29, 2019. I further agree that the payment of the aforesaid sum by Pitney Bowes to me is not to be construed as an admission of any liability by Pitney Bowes.

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 Pitney Bowes.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2023.

Printed Name

Signature

ATTACHMENT E – Urbandale, IA

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for Pitney Bowes paying you money, you agree that you will not file any lawsuit against Pitney Bowes for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Warehouse Mail Sorter positions. It also says that Pitney Bowes 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 payment of at least \$_____ (less deductions required by law) by Pitney Bowes to me, which I, (print name) _____, agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pitney Bowes 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 to my non-selection for employment in a Warehouse Mail Sorter position on the basis of my race at any time through the effective date of 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 non-selection with Pitney Bowes through the Effective Date of this Release.

II.

I understand that Pitney Bowes does not admit that it treated me unlawfully or unfairly in any way and that Pitney Bowes 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 January 4, 2022. I further agree that the payment of the aforesaid sum by Pitney Bowes to me is not to be construed as an admission of any liability by Pitney Bowes.

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 Pitney Bowes.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2023.

Printed Name

Signature

ATTACHMENT E - Levittown, PA

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims ("Release") under Executive Order 11246, as amended, is a legal document. The document states that in return for Pitney Bowes paying you money, you agree that you will not file any lawsuit against Pitney Bowes for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Presorter positions. It also says that Pitney Bowes 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 payment of at least \$_____ (less deductions required by law) by Pitney Bowes to me, which I, (print name) _____, agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pitney Bowes 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 to my non-selection for employment in a Presorter position on the basis of my race at any time through the effective date of 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 non-selection with Pitney Bowes through the Effective Date of this Release.

II.

I understand that Pitney Bowes does not admit that it treated me unlawfully or unfairly in any way and that Pitney Bowes 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 (*insert date*). I further agree that the payment of the aforesaid sum by Pitney Bowes to me is not to be construed as an admission of any liability by Pitney Bowes.

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 Pitney Bowes.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2023.

Printed Name

Signature

ATTACHMENT E – Reading, PA

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for Pitney Bowes paying you money, you agree that you will not file any lawsuit against Pitney Bowes for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Presorter positions. It also says that Pitney Bowes 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 payment of at least \$_____ (less deductions required by law) by Pitney Bowes to me, which I, (print name) _____, agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pitney Bowes 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 to my non-selection for employment in a Presorter position on the basis of my race at any time through the effective date of 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 non-selection with Pitney Bowes through the Effective Date of this Release.

II.

I understand that Pitney Bowes does not admit that it treated me unlawfully or unfairly in any way and that Pitney Bowes 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 *(insert date)*. I further agree that the payment of the aforesaid sum by Pitney Bowes to me is not to be construed as an admission of any liability by Pitney Bowes.

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 Pitney Bowes.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2023.

Printed Name

Signature

ATTACHMENT E – Grand Prairie, TX

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for Pitney Bowes paying you money, you agree that you will not file any lawsuit against Pitney Bowes for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for 1st Level Operations positions. It also says that Pitney Bowes 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 payment of at least \$_____ (less deductions required by law) by Pitney Bowes to me, which I, (print name) _____, agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pitney Bowes 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 to my non-selection for employment in a 1st Level Operations position on the basis of my race at any time through the effective date of 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 non-selection with Pitney Bowes through the Effective Date of this Release.

II.

I understand that Pitney Bowes does not admit that it treated me unlawfully or unfairly in any way and that Pitney Bowes 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 *(insert date)*. I further agree that the payment of the aforesaid sum by Pitney Bowes to me is not to be construed as an admission of any liability by Pitney Bowes.

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 Pitney Bowes.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2023.

Printed Name

Signature