

**Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs**

And

**Cellco Partnership d/b/a Verizon Wireless, Verizon Corporate Resources Group LLC and
Verizon Business Network Services, Inc.**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the following establishments: Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) establishments in Albuquerque, NM (“Albuquerque”), Hilliard, OH (“Hilliard”), Little Rock, AR (“Little Rock”), Murfreesboro, TN (“Murfreesboro”), and Rolling Meadows, IL (“Rolling Meadows”); Verizon Business Network Services Inc. (“Verizon Wireline”) establishment in Ashburn, VA (“Ashburn”); and Verizon Corporate Resources Group LLC (“Verizon Corporate”) establishments in Tulsa, OK (“Tulsa”). For purposes of this agreement only, these locations are collectively referred to as the “Contractors.”

Based on compliance reviews of the Albuquerque and Tulsa establishments, OFCCP is alleging that the Contractors were not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (“CFR”) Sections 60-1, 60-2, and 60-3. OFCCP has not issued any formal notice of alleged violations regarding the establishments and there have not been any adjudicated findings.

The Contractors disagree with OFCCP’s preliminary findings; however, in the interest of resolving the findings without engaging in legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Contractors (“the parties”) enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”), for the facilities currently under review as listed above and locations as specified on Attachment A, and agree to all the terms herein. The attachments to this Agreement are incorporated herein.

PART II. GENERAL TERMS AND CONDITIONS

A. In exchange for the Contractors’ fulfillment of all obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on OFCCP’s preliminary findings or alleged violations described in more detail in Part IV below. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement or to correct and obtain relief for potential violations described in Part IV if the Contractors violate any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

- B. The Contractors agree that OFCCP may review the Contractors' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to the Contractors' compliance with this Agreement. Upon reasonable notice, the Contractors will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
- C. This Agreement does not constitute an admission by the Contractors of any violation of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that the Contractors violated any laws.
- D. The Contractors understand that nothing in this Agreement relieves the Contractors of the obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other applicable laws requiring non-discrimination or equal employment opportunity.
- E. The parties agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
- F. The Contractors promise not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
- G. The parties understand the terms of this Agreement and enter into it voluntarily.
- H. This Agreement and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by all parties.
- I. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- J. This Agreement becomes effective on the day it is signed by the Deputy Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date").
- K. This Agreement will expire sixty (60) days after the Contractors submit the final progress report required in Part VI below, unless OFCCP notifies the Contractors in writing prior to the expiration date that the Contractors have not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines the Contractors have met all of its obligations under the Agreement.

- L. Each party shall bear its own fees and expenses with respect to this matter.
- M. If the Contractors violates the Agreement,
 - 1. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - a) If OFCCP believes that the Contractors violated any term of the Agreement while it was in effect, OFCCP will send the Contractors a written notice stating the alleged violations and summarizing any supporting evidence.
 - b) The Contractors will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - c) If the Contractors are unable to demonstrate that they have not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - d) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - 2. The Contractors may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
- N. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor and cannot be used as evidence that the Contractors are not in compliance of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
- O. 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 or the Contractors' 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.
- P. All references to “days” in this Agreement 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.

PART III. SPECIAL TERMS AND CONDITIONS

- A. OFCCP agrees that the establishments covered under this agreement and listed in Attachment A shall not be subject to a scheduled OFCCP compliance evaluation for five years from the date of this Agreement (“Five-Year Exemption Period”) or during the waiting period stipulated in OFCCP’s scheduling methodology in place at the expiration of this agreement.
- B. OFCCP retains the right to investigate complaints of discrimination at establishments covered by the ERCA under E.O. 11246, Section 503, and VEVRAA.
- C. If the Contractors violate the terms of the ERCA, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR § 60-1.34. In that event, the five-year compliance evaluation scheduling exemption will be void.
- D. If during the five-year period, OFCCP schedules a different establishment of the Contractors for a compliance evaluation not covered by this ERCA, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
- E. This agreement does not relieve the Contractors from compliance with OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination, including preparing and monitoring affirmative action programs (“AAPs”).

PART IV. OFCCP’S PRELIMINARY FINDINGS AND REMEDIES

A. HIRING

1. OFCCP asserts that the Contractors are not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). Specifically, OFCCP’s analysis of the Contractors’ hiring process and selection procedures revealed statistically significant disparities in hiring for Job Group 5G (Albuquerque) and Job Group 205 (Tulsa) as follows:

Albuquerque: (Review Period – January 30, 2013 through November 28, 2015) – Site Now Closed

- OFCCP’s analysis showed a statistically significant disparity in hiring for Native American applicants in job group 5G Customer Service Specialist positions during the review period. The disparity resulted in a shortfall of 32 Native American selections.

Tulsa: (Review Period – March 23, 2013 through December 31, 2013)

- OFCCP’s analysis showed a statistically significant disparity in hiring for male applicants in job group 205 positions (band 8V) positions during the review period when comparing hiring rates for male applicants to hiring rates for female applicants, resulting in a shortfall of 22 male selections.

Tulsa: (Review Period – January 1, 2014 through March 24, 2015)

- OFCCP’s analysis showed statistically significant disparities in hiring for black and Asian and Pacific Islander (herein after “Asian/Pacific Islander”) applicants in job group 205 positions (band 8V) positions during the review period when compared to hiring rates for Hispanic applicants, resulting in a shortfall of 14 black and nine Asian/Pacific Islander selections.

B. FINANCIAL AND NON-MONETARY REMEDIES FOR HIRING

The Contractors agree to the following:

1. Review and Revision of the Hiring Process, Implementation and Training: In accordance with the timeline listed in Attachment D (the “Timeline”), the Contractors will review and revise, if necessary and in writing, the practices, policies and procedures each establishment uses to recruit, track and hire applicants* for open positions (hereinafter the “Revised Hiring Procedures”). With respect to the Revised Hiring Procedures and training to be conducted, the Contractors agree to the following:
 - a) Review written procedures for recruiting job seekers and applicants, including mandatory posting and outreach efforts.
 - b) Continue to use non-discriminatory qualifications and written criteria to select and/or reject job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-offer screening or other selection procedures. The Contractors will also review procedures, as appropriate, to limit subjectivity in the hiring process with respect to the evaluation and use of minimum qualifications.
 - c) Continue to review procedures to ensure that: (i) job seekers and applicants are tracked and decisions are documented at each step in the hiring process, and (ii) documents, including the records required for job seekers, are retained in accordance with 41 CFR § 60-1.12(a) and 41 CFR § 60-3.
 - d) Continue to conduct adverse impact analyses in accordance with 41 CFR § 3.4 and 3.15A (*i.e.*, comparing the number of applicants versus the number of hires, by race/ethnicity and by sex to the extent known, for the applicable job title during the applicable time period) on at least an annual basis, as set forth in Part VI below. The Contractors will provide OFCCP with the results of these analyses as set forth in the timeline in Section VI and Attachment D. If statistically significant adverse impact is found in the total selection process, the Contractors will analyze each component of the hiring process to determine the step or steps potentially causing the adverse impact and will promptly make adjustments to the hiring process as reasonably warranted in order to eliminate the statistically significant adverse impact. The

* Including the Contractors’ methodology to determine which individuals are deemed job seekers and applicants, such as disposition code application.

Contractors will consider alternatives to selection criteria, including tests, at steps where disparate impact is found, if any. For purposes of these analyses, the Contractors will not include Eligible Class Members (as defined in subparagraph 3 below) who are hired pursuant to this Agreement as job seekers, applicants or hires. The Contractors will report to OFCCP about any analysis resulting in statistically significant adverse impact and any adjustments, if applicable, during the relevant 12-month monitoring period and as required by the Reporting Section VI. The Contractors will retain all records relevant to hiring, placement, selection processes and records used in the adverse impact analyses including records related to any adjustments to its hiring processes.

- e) The Contractors will train all individuals involved in any way in recruiting, selecting or tracking applicants on any Revised Hiring Procedures adopted in accordance with the Timeline in this Agreement.
2. Notification: In accordance with the Timeline, the Contractors will notify the Class Members of the terms of this Agreement by mailing via first class mail to each class member: the Notice to Affected Class (Attachments C-1(A) and C-2(A), “Notice”), the Information Verification Form (Attachments C-1(B) for Albuquerque Class Members “Information Verification Form” and C-2(B) for Tulsa Class Members “Information Verification & Employment Interest Form”), the Release of Claims Under Executive Order 11246 (Attachments C-1(C) and C-2(C), “Release”), and a postage-paid return envelope. In the event that the Class Member is deceased or as otherwise provided under the law, the Class Member’s legal representative can respond by returning the completed Information Verification Form and executed Release. In addition, the Contractors will provide OFCCP with a list of individuals in the affected class whose forms were returned as undeliverable, who have not yet responded to the Notice and/or have not returned a fully executed Information Verification Form and Release in accordance with the Timeline (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then attempt to obtain updated addresses and will provide updated Class Member contact information to the Contractors. The Contractors agree to mail by first class mail a second Notice, Information Verification Form, Release, and postage-paid return envelope to all Class Members for whom updated addresses are obtained.
 3. Eligibility: In order to participate in the settlement, all Class Members will have such time to complete, sign and return to the Contractors the Release and Information Verification Form as set forth in the Timeline. All members of the affected class listed on Attachment B who meet the race or gender requirements and timely complete, sign and return the Release and Information Verification Form by the due date (“Eligible Class Members”) will equally share in the monetary settlement. This includes Tulsa Class Members, regardless of whether they are interested in employment with Verizon Corporate.

If a Class Member has not returned a fully executed Release and Information Verification Form to the Contractors or is not located within the timeframes set forth in the Timeline,

the Class Member will no longer be entitled to any monetary settlement or any other relief pursuant to this Agreement.

In accordance with the Timeline, the Contractors will provide OFCCP with a proposed list of the Eligible Class Members for each facility who timely returned a completed Information Verification Form and executed Release, along with a copy of each Information Verification Form and executed Release received. In accordance with the Timeline, OFCCP will review and approve the final list of Eligible Class Members or discuss with the Contractors any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

4. Offer of Employment: As positions become available, Verizon Corporate will extend job offers to qualified Eligible Class Members from the Tulsa establishment audit who express an interest in employment for the relevant job group 205 positions at its Tulsa establishment.[†] Tulsa Class Members who were later hired by Verizon are not eligible for job offers, even if they express interest in employment. There will be no job offers extended for the Albuquerque establishment as it is now closed. OFCCP took into consideration affected class members who Verizon Corporate hired after the review periods and adjusted the shortfalls per each impacted group accordingly. Verizon Corporate will hire up to 22 Eligible Class Members into open positions or exhaust the list of qualified Eligible Tulsa Class Members expressing an interest in employment, whichever occurs first, as follows:

- Job group 205 positions (band 8V) positions – 2 male Eligible Class Members
- Job group 205 positions (band 8V) positions – 12 black Eligible Class Members
- Job group 205 positions (band 8V) positions – 8 Asians/Pacific Islander Eligible Class Members

Eligible Class Members shall be considered in the order that Verizon Corporate receives their completed Information Verification Forms expressing an interest in employment. If multiple completed Information Verification Forms are received on the same date for the same location, the earliest original application date of the Eligible Class Member will determine the order of employment consideration. Once hired, Eligible Class Members will be subject to the same probationary period, attendance, performance standards, job-bidding requirements, and any other applicable waiting periods as other similarly-situated new hires at Verizon Corporate.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Verizon Corporate. Eligible Class Members hired into positions pursuant to this Agreement shall be paid the current wage rate for new hires for these positions and shall be provided with the same benefits, opportunities to earn overtime, shift differentials and other earnings as other similarly-situated newly-hired employees at Verizon Corporate. In addition, all Eligible Class Members hired will

[†] The relevant Job Group 205 positions are: Admin-Fin Ops-A/P, Analyst-Accounting, Analyst-Billing Solutions, Analyst-Fin Ops-A/P, Analyst-Fin Ops-Billing, Analyst-Fin Ops-Credit/Coll, Analyst-Fin Reporting, and Tech Analyst-Sys Anly & Prg.

receive retroactive seniority for job retention and job bidding purposes only, to the extent seniority is a factor.

Eligible Class Members shall be responsible for notifying the Contractors of any changes to their addresses or contact information.

The parties agree that Verizon Corporate's hiring needs vary and that this Agreement does not obligate Verizon Corporate to hire when it has no business need to hire. Verizon Corporate must hire Eligible Class Members pursuant to this section through the end of the first 24 months (2 years) of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted, whichever comes first.

5. Monetary Settlement: In settlement of all potential claims for back pay and other monetary relief to Eligible Class Members, the Contractors agree to pay a total amount of \$675,000 (back pay of \$607,500 and interest of \$67,500).

The Contractors will distribute the monetary settlement in equal shares among all Eligible Class Members on the final approved list, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes). The Contractors will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form reporting that portion of the payment to the Eligible Class Member representing back pay and an IRS Form 1099 for that portion of the payment to the Eligible Class Member representing interest. These IRS forms will be mailed to the Eligible Class Members either with the settlement checks and/or by the deadline imposed by applicable law.

The Contractors will provide OFCCP via email sent to District Director Dinorah S. Boykin at (b) (6), (b) (7)(C)@dol.gov a list of Eligible Class Members whose check was returned as undeliverable. OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains an alternate address, the Contractors will re-mail the check to the alternative address. Any check that remains uncashed will be void. With respect to any uncashed funds, in the event that the total amount of uncashed checks exceeds \$30.00 per participating Eligible Class Member (the Eligible Class Members who cashed their initial settlement check), the Contractors shall make a second distribution in 30 days after the initial check was void to these participating Eligible Class Members. If the total amount of uncashed funds is equal to or less than \$30.00 per participating Eligible Class Member, the Contractors shall use the uncashed funds for diversity outreach and recruiting efforts.

C. RECORDKEEPING AND REMEDIES:

1. VIOLATION (Tulsa): OFCCP alleges that Verizon Corporate failed to collect and maintain all personnel and employment records in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § 60-3 during the review period. Specifically, from March 23, 2013 through March 24, 2015, Verizon Corporate failed to maintain relevant employment documents used during the hiring process of job group 205 (band 8V)

positions such as the “Interview and Assessment Guide” and background check/drug screen forms/results.

REMEDY: Verizon Corporate will ensure that it has established and implemented procedures to collect and maintain records in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § 60-3.

2. VIOLATION (Albuquerque): OFCCP alleges that Verizon Wireless did not properly apply the Internet Application provision in accordance with 41 CFR § 60-1.3.

REMEDY: Verizon Wireless will apply the Internet Applicant provision in accordance with 41 CFR § 60-1.3.

3. VIOLATION (Albuquerque): OFCCP alleges that Verizon Wireless is not in compliance with 41 CFR § 60-2.14 during the review period in setting availability for Job Group 5G Office and Clerical. As such subsequent AAP analyses that were dependent on the availability analysis were unacceptable pursuant to 41 CFR § 60-2.15; 2.16; and 2.17 (b) and (c).

REMEDY: As of January 1, 2016, Verizon Wireless revised its internal and external weighting calculations used to calculate availability for Job Group 5G. Verizon Wireless will continue to properly develop an Availability Analysis to accurately compare incumbency to availability, determine placement goals, and develop action-oriented programs in accordance with 41 CFR § 60-2.14; 60-2.15; 2.16; and 2.17 (b) and (c).

PART V. COMPLIANCE SPECIFICATIONS FOR ERCA

- A. The terms of this Part V will be in effect for a five-year period beginning on the Effective Date of the Agreement.
- B. To proactively facilitate compliance with E.O. 11246, as amended, the Contractors agree to take the steps described above and below to enhance its compliance in the hiring for the job titles listed in Part IV, at the establishments covered by the Agreement as applicable.
- C. The Contractors will review hiring policies and procedures, including selection criteria, to include interviews, tests, and applicant tracking processes. These procedures will apply to all facilities listed in Attachment A unless otherwise noted by the Contractors.
- D. Under this ERCA, the Contractors will review their hiring processes to ensure it is consistent with the selection procedures outlined below:
 1. Procedures used to recruit, screen, interview, select, reject, and hire are in compliance with E.O. 11246.

2. Persons expressing an interest in employment are tracked and decisions are documented at each step in the hiring process.
 3. Documents are retained in accordance with 41 CFR § 60-1.12(a) and 41 CFR § 60-3.
 4. All employees involved in the hiring process are trained on the policies and practices related to the selection process.
 5. Adverse impact analyses are conducted in accordance with 41 CFR § 60-3, including evaluation of the individual components and qualifications if adverse impact in the total selection process is exists.
- E. The Contractors will continue to train all individuals involved in the hiring process (*i.e.*, recruiting, screening, interviewing, selection, rejection, and hiring). The training will be mandatory for the personnel identified above.
- F. The Contractors will provide reports to OFCCP based on the Reporting Requirement in Section VI. As part of this Agreement, the Contractors agree to the monitoring of hiring activity as outlined in Section VI(B)(5) for any indication of statistically significant disparities based on race/ethnicity or sex and will investigate and remedy any statistically significant disparity identified. During the five-year period this Agreement is in effect, the monitoring reports will also include appropriate recommendations, if any, to alter or change the hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.
- G. During the five-year period, Verizon will conduct adverse impact analyses consistent with the requirements of 41 CFR § 60-3.4 and 3.15 on at least an annual basis. If the Contractors find statistically significant disparities in hiring, the Contractors shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process, including consideration of alternative selection criteria/tests. The Contractors will implement remedies to correct any statistically significant disparities in hiring and will submit reports to OFCCP as outlined in Section VI.
- H. This ERCA between the Contractors and OFCCP does not provide the Contractors with any grant of immunity or protection from the requirement to comply with E.O. 11246.
- I. This ERCA between the Contractors and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
- J. This ERCA is between OFCCP and the Contractors (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of the Contractors or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

PART VI. REPORTS REQUIRED

A. The Contractors will submit the documents and reports described below to:

Office of Federal Contract Compliance Programs
ATTN: Dinorah S. Boykin, San Antonio District Director
San Antonio District Office
615 E. Houston Street, Ste. 340
San Antonio, Texas 78205
Email option: (b) (6), (b) (7)(C)@dol.gov

B. The Contractors will submit the following in each progress report, as applicable and detailed in accordance with the table below:

1. Documentation related to required actions at 1, 2, 6, and 9 and 12 and 13, if applicable, as listed in the Timeline in Attachment D.
2. Documentation of monetary payments to all Eligible Class Members as specified in Part IV, including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. The same documentation will be provided for Eligible Class Members who are hired at the Tulsa establishment, Verizon Corporate. OFCCP may request copies of canceled checks disbursed by the Contractors to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid.
3. Documentation for each Eligible Tulsa Class Member who is hired into a position at Verizon Corporate, including name, date of hire, job title hired into, and rate of pay and proof of retroactive seniority.
4. Documentation for each Eligible Tulsa Class Member who was considered for employment but was not hired into a position at Verizon Corporate, along with the reason(s) for non-selection and all relevant documentation relating to that non-selection.
5. Reporting on the hiring process per Part V, paragraph F, the total number of external job seekers and applicants and hires and their breakdown by race, sex and ethnic group for the Customer Service Specialist and/or job group 205 Positions (see Footnote †) in the covered establishments pursuant to the Timeline in Attachment D, including all full or part-time regular or temporary employees employed by the relevant Contractor. Each report must cover the twelve-month period from January through December preceding the due date listed in the Timeline, and must be submitted within 30 calendar days after the close of that twelve-month period.
6. Verification of review of the hiring process per Part V, paragraphs D and E; and

7. Verification of E.O. 11246, VEVRAA and Section 503 AAPs at the Covered Establishments as required by 41 CFR § 60-2, Subpart B, 41 CFR § 60-300.44, and 41 CFR § 60-741.44, respectively. This may be the cover page from each AAP and the signed EEO policy by the CEO/President. This reporting will be for years 2, 3, 4, and 5 of the Agreement.

Year	Due Date	Establishment Requiring Report Submission	Reports Required
Per the Timeline		Albuquerque and Tulsa	Documentation related to activities 1 (sample attachments for each establishment), 2, 6, 9 and 12 and 13, if applicable, referenced in Attachment D Timeline.
1	01/30/2021	Albuquerque and Tulsa	Part VI, B 2 through 6
2	01/30/2022	Murfreesboro and Tampa	Part VI, B 5 through 7
3	01/30/2023	Alpharetta, Chandler, and Rolling Meadows	Part VI, B 5 through 7
4	01/30/2024	Basking Ridge and Greenville	Part VI, B 5 through 7
5	01/30/2025	Ashburn * and Hilliard	Part VI, B 5 through 7

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph K.

‡ For the Ashburn establishment, information for Mgr-Prod Mgt/ Dev job title will be submitted for item B 5.

PART VII. SIGNATURES

The persons signing this Agreement on behalf of the Contractors personally warrants that he/she is fully authorized to do so, that the Contractors have entered into this Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Celco Partnership d/b/a Verizon Wireless, Verizon Corporate Resources Group LLC, and Verizon Business Network Services, Inc.

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

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

Lisa Damask, Senior Vice President, Talent
Verizon Celco Partnership
Verizon Corporate Resources Group, LLC
Verizon Business Network Services, Inc

Aida Y. Collins
Deputy Regional Director
Southwest and Rocky Mountain Region
OFCCP

DATE: Jun 3, 2020

DATE: Jun 3, 2020

Attachments

- A. Establishments Included in Agreement
- B. List of Affected Applicants
- C. Notice Documents (Notice, Information Verification Forms, and Release Forms)
 - C1: Albuquerque
 - C-1(A): Notice
 - C-1(B): Information Verification
 - C-1(C): Release Form
 - C2: Tulsa
 - C-2(A): Notice
 - C-2(B): Information Verification and Interest Form
 - C-2(C): Release Form
- D. Timeline

Attachment A: Facilities Subject to this Agreement (Covered Establishments)

Establishment Name	Street Address	City	State
1. +Verizon Wireless	7000 Central Ave SW	Albuquerque	NM
2. *Verizon Wireless	Three Verizon Place	Alpharetta	GA
3. Verizon Wireline	22001 Loudoun Count Pkwy	Ashburn	VA
4. *Verizon Wireless	One Verizon Way	Basking Ridge	NJ
5. *Verizon Wireless	6955 W Morelos Pl	Chandler	AZ
6. *Verizon Wireless	701 Brookfield Pkwy	Greenville	SC
7. Verizon Wireless	5000 Britton Rd	Hilliard	OH
8. *+Verizon Wireless	475 Quality Cir	Huntsville	AL
9. +Verizon Wireless	One Verizon Drive	Little Rock	AR
10. Verizon Wireless	300 River Rock Blvd	Murfreesboro	TN
11. Verizon Wireless	1701 Golf Rd	Rolling Meadows	IL
12. *Verizon Wireless	6550 W Hillsborough Ave	Tampa	FL
13. Verizon Corporate	6929 N Lakewood Ave	Tulsa	OK

*Facilities with this designation have been included from the Corporate Scheduling Announcement List (CSAL) and are subject to the provisions in this Agreement.

+ Facilities with this designation are closed/no longer in operation.

Attachment B: List of Affected Applicants

Albuquerque

Count	Last Name,First Name,Middle Name	Applicant ID(s)	Race	Gender	DOA(s)
1	(b) (6), (b) (7)(C)				
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Attachment B: List of Affected Applicants Cont.

Tulsa – Race

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Tulsa – Gender

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*No job offer

Attachment C-1(A): Notice Albuquerque

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Cellco Partnership, d/b/a Verizon Wireless (“Verizon Wireless”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a voluntary Conciliation Agreement (“Agreement”) to resolve alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of Verizon Wireless’s Albuquerque, New Mexico facility. Verizon Wireless denies any violation of E.O. 11246 or any other laws.

OFCCP’s analysis of Verizon Wireless’s hiring process and selection procedures revealed that during the period of January 30, 2013 through November 28, 2015, Verizon Wireless’s selection rates for Native America applicants for job group 5G Customer Service Specialist positions was less than expected. Verizon Wireless disagrees with the OFCCP’s analysis and denies that it has treated you unlawfully or unfairly. There has not been any court or legal finding that Verizon Wireless violated any laws. OFCCP and Verizon Wireless entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a job group 5G Customer Service Specialist position during the relevant time period, but was not selected.

As part of this Agreement, you are eligible to receive a distribution of at least \$ _____ less lawful payroll deductions. Under the terms of this Agreement, it may take up to [NUMBER] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 (“Release Form”). You should complete and mail back the forms as soon as possible; they *must* be postmarked to the address below no later than [INSERT DATE] for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

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

If you have any questions, you may call (b) (6), (b) (7)(C) at Verizon Wireless at (b) (6), (b) (7)(C) / (b) (6), (b) (7)(C) @verizon.com, OFCCP Regional Liaison (b) (7)(C), (b) (7)(E) at 972-850- (b) (7)(C), (b) (7)(E) @dol.gov), or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 210-472-5835 (b) (7)(C), (b) (7)(E) @dol.gov). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO VERIZON BY [INSERT DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,
(NAME)
(TITLE)

Enclosures
Information Verification Form
Release of Claims Under Executive Order 11246

Attachment C-1(B): Interest Form Albuquerque

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Cellco Partnership (“Verizon Wireless”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Verizon Wireless at the address below if your address, phone number and/or email address changes within the next twelve months.

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

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

African American [] Asian [] Caucasian [] Hispanic [] Native American []

Pacific Islander []

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

(NAME) _____

(ADDRESS) _____

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

Signature

Date

Attachment C-1(C): Release Form Albuquerque

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. This document states that in return for Celco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) paying you money, you agree that you will not file any lawsuit against Verizon Wireless for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for job group 5G Customer Service Specialist positions at 7000 Central Avenue SW, Albuquerque New Mexico. It also says that Verizon Wireless does not admit it violated Executive Order 11246, as amended. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge Verizon Wireless, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment in a job group 5G Customer Service Specialist position on the basis of my gender and/or race at any time through the effective date of this Release.

II.

I understand that Verizon Wireless denies that it treated me unlawfully or unfairly in any way and that Verizon Wireless entered into an Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 24, 2015. I further agree that the payment of the aforesaid sum by Verizon Wireless to me is not to be construed as an admission of any liability by Verizon Wireless.

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 Verizon Wireless by [INSERT DATE], I will not be entitled to receive any payment (less deductions required by law) from Verizon Wireless.

IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2020.

Signature

Attachment C-2(A): Notice Tulsa

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Verizon Corporate Resources Group LLC (“Verizon”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), that OFCCP found during a compliance review of Verizon’s Tulsa, Oklahoma facility. Verizon denies any violation of E.O. 11246 or any other laws.

OFCCP’s analysis of Verizon’s hiring process and selection procedures revealed that during the period of March 23, 2013 through December 31, 2013, and January 1, 2014 through March 24, 2015, Verizon’s selection rates for male, black and Asian and Pacific Islander (herein after “Asian/Pacific Islander”) applicants for finance Analyst positions in job group 205 (band 8V) (“Analyst positions”) were less than expected when compared to female and Hispanic applicants. OFCCP alleged that there was a disparity in the hiring of Analyst positions based on gender and race for each respective review period. Verizon disagrees with the OFCCP’s analysis and denies that it has treated you unlawfully or unfairly. There has not been any court or legal finding that Verizon violated any laws. OFCCP and Verizon entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for an Analyst position during the relevant time periods, but was not selected.

As part of this Agreement, you are eligible to receive a distribution of at least \$ _____ less lawful payroll deductions. Under the terms of this Agreement, it may take up to [NUMBER] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 (“Release Form”). You should complete and mail back the forms as soon as possible; they *must* be postmarked to the address below no later than [INSERT DATE] for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

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

In addition to the monetary distribution, Verizon may make job offers for Analyst positions to a limited number of qualified individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Verizon in an Analyst position,

please check the appropriate box on the enclosed Information Verification and Employment Interest Form. If Verizon has open positions, it will consider those qualified individuals who receive this notice in the order that Verizon receives the completed Information Verification and Employment Interest Form expressing an interest in employment. Individuals who were previously hired by Verizon are not eligible to receive job offers pursuant to this Agreement. If you have any questions, you may call (b) (6), (b) (7)(C) at Verizon at (b) (6), (b) (7)(C) / (b) (6), (b) (7)(C) @verizon.com, OFCCP Regional Liaison (b) (7)(C), (b) (7)(E) at 972-850-(b) (7)(C), (b) (7)(C) (b) (7)(C), (b) (7)(E) @dol.gov), or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 972-850-2650 (b) (7)(C), (b) (7)(E) @dol.gov). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO VERIZON BY [INSERT DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,
(NAME)
(TITLE)

Enclosures
Information Verification and Employment Interest Form
Release of Claims Under Executive Order 11246

Attachment C-2(B): Information Verification

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Agreement (“Agreement”) between Verizon Corporate Resources Group LLC (“Verizon”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Verizon at the address below if your address, phone number and/or email address changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your race and/or gender:

African American [] Asian [] Caucasian [] Hispanic [] Native American []

Pacific Islander []

Male [] Female []

Please indicate below whether you are currently interested in employment in an Analyst (band 8V) position with Verizon at 6929 N Lakewood Ave, Tulsa, OK. If you complete, sign, and return this Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Verizon for an Analyst (band 8V) position.

[] No, I am not currently interested in employment with Verizon for an Analyst (band 8V) position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [INSERT DATE], 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 C-2(C): Release Form Tulsa

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. This document states that in return for Verizon Corporate Resources Group LLC (“Verizon”) paying you money, you agree that you will not file any lawsuit against Verizon for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for job group 205 (band 8V) positions at 6929 N Lakewood Avenue, Tulsa Oklahoma. It also says that Verizon does not admit it violated Executive Order 11246, as amended. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge Verizon, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment in a job group 205 (band 8V) position on the basis of my gender and/or race at any time through the effective date of this Release.

II.

I understand that Verizon denies that it treated me unlawfully or unfairly in any way and that Verizon entered into an Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 24, 2015. I further agree that the payment of the aforesaid sum by Verizon to me is not to be construed as an admission of any liability by Verizon.

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 Verizon by [INSERT DATE], I will not be entitled to receive any payment (less deductions required by law) from Verizon.

IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2020.

Signature

Attachment D: Timeline