

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Time Warner Cable, LLC
400 Atlantic Street
Stamford, CT

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the following establishments of Time Warner Cable, LLC and/or its subsidiaries, parent companies, and affiliates (collectively referred to hereinafter as “TWC”)¹:

- (1) 3140 W. Arrowood Road, Charlotte, NC;
- (2) 4200 Paramount Parkway, Morrisville, NC;
- (3) 3347 Platt Springs Road, West Columbia, SC;

(“Reviewed Establishments”).² On June 15, 2017, OFCCP issued a Pre-Determination Notice related to the 3140 West Arrowood Road establishment. On September 28, 2017, OFCCP issued a Pre-Determination Notice related to the 3347 Platt Springs Road establishment. On May 8, 2018 OFCCP issued a Pre-Determination Notice related to the 4200 Paramount Parkway establishment. In each of these Notices, OFCCP identified preliminary findings alleging that TWC was 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 – 60-3, based on statistical analyses with respect to those establishments. TWC responded to the Pre-Determination Notices and objected to OFCCP’s findings.

TWC denies that it was in violation of any laws; however in the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and TWC enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

¹ For the sake of clarity, all references herein to TWC refer not only to the Time Warner Cable, LLC entity and its subsidiaries and affiliates, but also to Charter Communications, Inc. and its subsidiaries and affiliates.

² OFCCP is also currently auditing other TWC establishments including: 101 Innovation Ave Morrisville, NC; 7901 Crescent Executive Drive, Charlotte, NC; 941 Charter Commons Dr, Town and Country, MO; 13022 Hollenberg Drive, Bridgeton, MO; 12405 Powerscourt Dr., St. Louis, MO; 400 Atlantic St., Stamford, CT; 750 Northwest Plaza, NW Plaza, MO; 59 Paidge Ave Brooklyn, NY; New Karner Rd. Albany, NY; 1900 Blue Crest Ln., San Antonio, TX; 2433 Rutland, Austin, TX; 200 Akamainui St., Mililani, HI; and 3301 W Royal Ln, Irving, TX. As part of this agreement, these evaluation will be closed with monitoring required for positions listed in Attachment E.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for TWC's fulfillment of all obligations in Parts IV and V of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the alleged violations described in more detail in Part IV below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part IV if TWC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations. In exchange for TWC's fulfillment of all obligations in Parts IV and V of the Agreement, OFCCP further agrees not to initiate any new compliance evaluations at any of TWC's establishments corporate-wide for five (5) years from the effective date of this Agreement (the "five year exemption period") and not until at least 60 days after TWC submits the final progress report described in Part VI of this Agreement and the OFCCP confirms to TWC that it has fully complied with the terms of this Agreement.
2. TWC agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require reasonable written reports, inspect the premises, interview witnesses, and examine and copy reasonably requested documents. OFCCP's review shall be limited to a review of TWC's compliance with this Agreement. Upon reasonable written notice, TWC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents reasonably required.
3. This Agreement does not constitute an admission by TWC of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of EO 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 TWC violated any laws.
4. TWC understands that nothing in this Agreement relieves TWC of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. TWC promises 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 EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR §§ 60-1.32(a).
6. OFCCP and TWC ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This document 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.

8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after TWC submits the final progress report required in Part VI below, unless OFCCP notifies TWC in writing prior to the expiration date that TWC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines TWC has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If TWC violates the Early Resolution Conciliation Agreement,
 - A. The procedures set forth at 41 CFR §§ 60-1.34 will govern:
 - 1) If OFCCP believes that TWC violated any term of the Agreement while it was in effect, OFCCP will send TWC a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) TWC will have 30 days from receipt of such notice to demonstrate in writing that it has not violated the Early Resolution Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If TWC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement for those establishments with an open compliance evaluation at the time of this agreement and seek a full make-whole remedy for victims
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. TWC 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.
13. 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 TWC is not in compliance with 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.

14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the OFCCP's investigation or negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, complaint investigation, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. 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

1. TWC agrees to the enhanced compliance obligations outlined in Part V of this Agreement. These additional commitments are not limited to the reviewed establishments listed in Part I above. The enhanced compliance obligations will have an enterprise-wide impact that will benefit incumbent employees and the prospects of job seekers at TWC establishments throughout the United States.
2. During the five-year scheduling exemption described in Part II of this agreement, OFCCP retains the right only to review compliance with this agreement and to investigate complaints of discrimination at establishments covered by the ERCA under E.O. 11246, Section 503, and VEVRAA.
3. If TWC violates the terms of the ERCA, OFCCP, after following the process set forth in Part II, Section 12, reserves the right to bring an enforcement action seeking enforcement of the agreement and shall not be required to present proof of the underlying violations resolved by the agreement per the terms of 41 CFR 60-1.34 and the five-year scheduling exemption will be void.
4. This agreement will not relieve TWC from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date Affirmative Action Program ("AAP").

PART IV. VIOLATIONS AND REMEDIES

1. ALLEGED DISCRIMINATION FINDINGS - HIRING

OFCCP alleges that its analyses of TWC's applicant and hire data revealed statistically significant differences in the hiring rates of female and black or African American applicants when compared to similarly qualified male and white applicants, resulting in the standard deviations, shortfalls, and alleged disfavored classes listed in Attachment A.

2. FINANCIAL REMEDY:

- a. **Notice.** Pursuant to the dates agreed upon in Attachment D ("Timeline"), TWC shall notify the class members listed in Attachment B ("List of Class Members") of the terms of this Agreement by certified mail (return receipt requested) and provide the Notice, Interest Form, and the Release Form included in Attachment C; and a postage paid return envelope. Eligible class members must return the completed Interest and Release Forms to TWC by the deadline included in the notice documents.

Pursuant to the dates in the Timeline, TWC will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to TWC, TWC will use these new addresses to notify the individuals of their status as Applicants, and provide them with a second mailing of the documents described above.

TWC shall notify Class Members of this settlement within 45 days of the Effective Date of this Agreement by mailing to each Class Member via first class mail a Notice Form explaining the settlement; a Claim Form; a Release of Claims for Make-Whole Relief under Executive Order 11246; and a self-addressed stamped envelope.

Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) shall be given 45 days from the postmarked date of the Notice to respond by returning the completed Claim Form and executed Release to [settlement administrator]. Any response delivered by the 45th day following the date of receipt of the Notice shall be considered to have been submitted within the 45-day period.

On a bi-weekly basis, TWC shall notify OFCCP of all letters returned as undeliverable. Within 110 days of the Effective Date of this Agreement, TWC shall provide OFCCP with a list of Class Members who did not timely and fully respond to the Notices. Within 15 days of receiving this list from TWC, OFCCP shall conduct a search to attempt to locate the Class Members whose letters were returned as undeliverable or who did not respond. For all Class Members that OFCCP locates at different addresses than where the original letters were mailed to, TWC shall send another Notice, Claim Form, Release, and self-addressed stamped envelope to the

new address within 15 days of receiving the Class Member's new address from OFCCP. Each such Class Member shall be given 45 days from the postmarked date of the second Notice to respond by returning the completed Claim Form and executed Release to TWC's settlement administrator.

Within 200 days of the Effective Date of this Agreement, TWC shall provide to OFCCP a list of all Class Members who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to TWC. Within 210 days of the Effective Date of this Agreement, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with TWC to revise the list so that they can be approved by OFCCP. This list shall be referred to as the "Preliminary Final Class Member List."

If the total number of Class Members identified on the Preliminary Final Class Member List for any of the Reviewed Establishments would result in a payment to any individual Class Member in excess of \$40,000, OFCCP and TWC agree to work together for a period not to exceed 60 days to supplement the Preliminary Final Class Member List with additional Class Members. Should this 60 day period be necessary, all subsequent deadlines set forth in this section shall be automatically extended by 60 days. OFCCP shall approve any changes to the Preliminary Final Class Member List made during this period.

The approved list of Class Members will constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Claim Form and executed Release within 185 days of the Effective Date of this Agreement, the Class member will no longer be entitled to any relief pursuant to this Agreement.

OFCCP and TWC agree that there will be no further liability for back pay, interest, or other claims that are actionable or could have been brought under Executive Order 11246, as amended, to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a completed Claim Form and executed release within 185 days of the Effective Date of this Agreement.

- b. **Eligibility**. All class members (listed on Attachment B) who sign and return the Interest and Release forms to TWC by the deadline set forth above and in the notice documents ("Eligible Class Members") will be eligible for a payment. If a Class Member does not return the Release and Interest Forms to TWC within the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, TWC will provide OFCCP with a list of the Eligible Class Members, OFCCP will approve the final list of Eligible Class Members, and include a final distribution amount for each Eligible Class Member and/or discuss with TWC any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- c. **Monetary Settlement.** TWC agrees to distribute \$700,799 in back pay and \$44,201 in interest, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and class members' share of FICA and FUTA taxes) to the members on the final Eligible Class Member list.

The monetary settlement will be divided between Class Members at each establishment as outlined in the chart below:

	Time Warner Cable Paramount Parkway (R00185707)	Time Warner Cable Arrowood (R00188237)	Time Warner Cable Columbia (R0018700)
Back pay	\$507,170.08	\$95,977.02	\$97,651.91
Interest	\$28,357.42	\$10,825.29	\$5,018.29
Total	\$535,527.49	\$106,802.31	\$102,670.19

TWC shall mail to each Class Member 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 class member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No eligible participant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, TWC will notify OFCCP of the receipt of a check to a class member that was returned as undeliverable. TWC will notify OFCCP of this fact via e-mail sent to the Director of Regional Operations, Southeast, OFCCP, US DOL. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the Class Member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise TWC of the address and TWC will re-mail the check to an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the class member will be void. With respect to any uncashed funds, TWC will make a second distribution, in equal shares, to all Eligible participants who cashed their first check if the second distribution to each Eligible participant would be at least \$20.00. If the second distribution to each Eligible participant would not result in a payment of at least \$20.00 then the uncashed funds shall be spent on additional training for TWC hiring and recruiting personnel. TWC will mail the second distribution to such participants by the date specified in the Timeline.

3. NON-MONETARY REMEDY:

- a. **Job Opportunities.** As vacancies occur in the affected position at each location listed in Attachment A to this Agreement, TWC shall make bona fide job offers to Eligible Class Members who have expressed interest in employment and are not then employed by TWC until the shortfall specified in Attachment A is hired or the list of interested Eligible Class Members is exhausted, whichever comes first. If an Eligible Class Member does not accept a bona fide offer within seven (7) days, then TWC may withdraw the job offer and shall be under no obligation to hire the Eligible Class Members under this Agreement, but remains obligated to hire other Eligible Class Members until the shortfall specified in Attachment A or the list of Eligible Class Members is exhausted, whichever comes first. Similarly, if an Eligible Class Member accepts a bona fide offer but is subsequently disqualified for a legitimate reason during the pre-hire process per TWC's standard post-offer procedures, then TWC may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member.

Until the shortfall specified in Attachment A is hired or the list of interested Eligible Class Members is exhausted, these Eligible Class Members will have priority over all other candidates for hire into the affected positions. As vacancies occur in the affected positions, TWC shall contact the Eligible Class Members with a written job offer in the order they submitted their Interest Forms, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement will be no later than twenty-one (21) days after the date the written job offer is accepted. The Eligible Class Members must report to work on the day designated or provide TWC notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Class Members must report to work within five (5) days of the original designated start date. Otherwise, TWC may withdraw the job offer and shall be under no obligation to hire the Eligible Class Members under this Agreement, but remains obligated to hire other Eligible Class Members until the shortfall specified in Attachment A or the list of Eligible Class Members is exhausted, whichever comes first.

TWC agrees to pay Eligible Class Members hired under this provision at least the current entry level wage for the affected positions, and provide all regular and on-the-job training provided to other new hires in the position. All hired Eligible Class Members shall receive retroactive seniority back to the date of their original application for job retention purposes only, to the extent that seniority is a factor in layoff decisions.

If any of the Eligible Class Members have been hired by TWC prior to the signing of this Agreement, that job offer shall count toward meeting the alleged shortfalls identified by OFCCP.

b. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, TWC will ensure its managers properly document the results of hiring, promotion, and termination decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

4. ADDITIONAL FINDINGS

OFCCP's analysis of TWC's compensation data identified areas of potential concern with respect to TWC's compensation practices in Administrative Support positions at its Arrowood Road establishment. OFCCP performed a regression analysis, based on information gathered during the compliance evaluation, and found preliminary indicators of pay disparities affecting black or African American employees after controlling for legitimate explanatory factors.

5. REMEDIES: TWC will perform a proactive self-critical analysis, remedy identified pay disparities and take the steps outlined in Part V: Enhanced Compliance Provisions.

6. TECHNICAL VIOLATION

OFCCP alleges that TWC failed to maintain, and have available for inspection, records or other information that disclose the impact which its selection procedures have upon employment opportunities of applicants and/or Internet applicants by identifiable gender, race, or ethnic group set forth in 41 CFR § 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2).

7. TWC will take the steps outlined in Part V: Enhanced Compliance Provisions.

PART V. ENHANCED COMPLIANCE PROVISIONS

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, as amended, TWC will take the steps described below to enhance its compliance with Executive Order 11246 in: (a) hiring applicants into the positions listed in Attachment A, including successor positions; and (b) neutrality in compensation at all TWC establishments throughout the United States.
3. TWC will retain an expert in the field of affirmative action compliance ("Consultant") for the purpose of evaluating the policies and procedures related to the hiring process for the positions and locations listed in Attachment E. These positions and locations are hereinafter referred to as the "Covered Positions."

4. The Consultant will also analyze the appropriate applicant and hire data associated with the selection decisions and processes for the Covered Positions to identify statistical indicators of potential discrimination based on gender and/or race.
5. Where one or more statistical indicators exist, the Consultant will evaluate the policies and procedures used during the relevant hiring process. TWC shall work with the Consultant to investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. As necessary, the Consultant will conduct on-site visits to the TWC facilities to ensure a comprehensive and thorough evaluation of hiring policies and procedures. The Consultant will make recommendations and provide training as needed to ensure that TWC does not discriminate in its hiring for the Covered Positions.
6. The Consultant will also review TWC's pay policies and make recommendations, as appropriate, to further TWC's commitment to equal employment opportunity with respect to all compensation decisions.

Within sixty (60) days after the Effective Date of this Enhanced Compliance Agreement, the Consultant will submit to TWC and OFCCP a proposal that describes the methodology that will be used in the evaluations required pursuant sections 2 through 6 of this Part. The proposal will estimate the time necessary to conduct these evaluations and write a report containing the Consultant's findings and recommendations. The evaluations and recommendations will cover the following elements for all Covered Positions:

a. **Selection Procedures**

- i. Procedures to recruit, screen, interview, select, reject, and hire applicants for the listed positions, including successor positions, without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
- ii. Evaluation of recruitment efforts (methods and sources) for the affected positions (including successor positions).
- iii. Procedures to limit subjectivity and bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (*i.e.*, application screen, interview, post-offer screen, etc.).
- iv. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are documented consistently at each step in the hiring process.
- v. Procedures to ensure that each step of the total selection process is analyzed and that information on individual components of the process are collected, maintained and available.

- vi. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - vii. Procedures to train all employees involved in the hiring process on the policies and practices related to Charter's selection of the affected positions.
 - viii. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluation of the individual components and qualifications if statistical disparities exist.
- b. **Compensation Procedures.** In order to confirm neutrality in compensation, TWC agrees to analyze base salary on at least an annual basis for non-exempt customer care administrative support positions and successor positions at its Arrowood establishment. If any statistically significant disparities based on race/ethnicity or sex are found TWC will investigate and remedy any such inequity not explained by legitimate non-discriminatory factors. TWC will take reasonable remedial steps, including but not limited to adjustments to compensation and training for all applicable recruiters and compensation personnel, to address the unexplained adverse results. During the Five Year Period, TWC will continue to provide all managers in the United States involved in compensation decisions written guidance on the compensation process and TWC's commitment to equal employment opportunity with respect to all compensation decisions.³
- c. **Revised Policies and Procedures.** Review and, as necessary, revise its compensation practices to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 C.F.R. § 60-1.4(a). All revised pay practices will ensure nondiscrimination in rates of pay or other forms of compensation.
- d. **Training.** Provide training to all of its managers and supervisors who make compensation and selection decisions, as well as to all human resources personnel. This training will cover equal employment opportunity rights and responsibilities, and any new compensation and selection policies and practices revised in accordance with this Agreement.
- e. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, TWC will ensure its managers properly maintain all records on TWC's revised policies and procedures, including any associated underlying data and information such as human resources information system and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.

³ Note that this does not affect TWC's existing obligation to conduct an annual self-analysis of its compensation systems for all of its establishments as provided in 41 CFR 60-2.17(b).

- f. **Pay Transparency.** TWC agrees to conduct a pay transparency campaign reinforcing the protections set forth in paragraph (3) of the equal opportunity clauses listed in 41 CFR § 60-1.4(a) that demonstrates its commitment to compliance with 41 CFR 60-1.35. TWC's campaign will include policy dissemination, pay transparency articles in TWC's newsletter or on its intranet, and review of all locations to ensure pay transparency posters are displayed.
7. The proposal will also outline provisions for the Consultant's monitoring of the implementation and effectiveness of the Consultant's recommendations. None of the consultant's findings and recommendations shall be considered final and/or binding on TWC. Upon receipt of the proposal TWC and OFCCP will negotiate in good faith any amendments thereto.
8. Within sixty (60) days after the Consultant concludes the evaluation, the Consultant will provide a report to TWC and OFCCP to include the following:
 - a. A description of the evaluation conducted by the Consultant.
 - b. A summary of the Consultant's findings regarding TWC's current policies, procedures and practices related to the recruitment and hiring of employees for or in the Covered Positions and the compensation of non-exempt customer care administrative support positions at its Arrowood establishment.
 - c. The Consultant's findings and recommendations regarding each of the items set forth in Part V above, as well as any other items included in the Consultant's proposal.
 - d. Any additional recommended actions or revisions to the policies, procedures and practices for the affected positions to ensure equal opportunity for all persons expressing an interest in employment.
 - e. Recommendations for training for all individuals as described in paragraph 6 above.
9. At a mutually-agreeable date after receipt of the Consultant's Report, but as soon as reasonably possible, TWC, the Consultant, and OFCCP will meet to review the Consultant's Report in detail to discuss and evaluate the Consultant's recommendations. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate maximum exchange of ideas. If TWC or OFCCP disagrees with any of the recommendations, the parties will discuss the reasons for the disagreement and possible alternatives. After the parties agree to the scope and nature of the recommendations, if any, to be implemented, TWC will work with the Consultant, with input from OFCCP as requested, to fully implement such recommendations within one hundred and eighty (180) days. Should implementation of the agreed upon recommendations (or segments thereof) require more than one hundred and eighty (180) days, TWC and OFCCP will work together in good faith to establish reasonable timelines for implementation.

10. TWC will, in consultation with the Consultant, develop and conduct a training program to be presented to all individuals involved in the hiring process for the Covered Positions (i.e., recruiting, screening, interviewing, selection, rejection, and hiring). The training will be mandatory and individuals attending this training will include, at a minimum, all human resources recruiters, human resources managers, and human resources directors; production supervisors; and corporate human resources and compliance personnel directly involved in the hiring process for the Covered Positions. The training program will include instruction on the Consultant's recommendations that TWC agrees to implement. During the duration of this Agreement, any individuals who assume roles that are involved in the hiring process for the Covered Positions after the in-person training (which is the preferred method) will be required to be trained within ninety (90) days after assuming such a role.
11. TWC, in consultation with the Consultant and/or additional resources, will monitor the implementation of and results achieved from the revised hiring process for the affected positions, and will provide reports to OFCCP annually for the duration of this Agreement. The first report will cover the twelve-month period after the effective date and be submitted pursuant to the dates agreed upon in the Timeline. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the revised hiring process has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.
12. During the five-year period, TWC will conduct adverse impact analyses of hiring into the positions referenced in section 3 of this Part at each of TWC's facilities consistent with the requirements of 41 CFR 60-3.4 and 3.15 on at least a semi-annual basis. These analyses shall include the appropriate applicant and hire data associated with the selection decisions and processes for these positions to identify statistical indicators of potential discrimination based on gender and/or race.
13. If the analyses required by section 12 above reveal statistically significant disparities, TWC shall work with the Consultant to investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. TWC will implement remedies to correct any statistically significant disparities in hiring to the extent the disparities are not explainable by legitimate non-discriminatory factors and report to OFCCP on actions taken. Additionally, during the five-year period, TWC will certify that it has conducted the adverse impact analyses required by section 12 above TWC is not required to share these adverse impact analyses or the underlying data with OFCCP.
14. TWC will continue to provide transparency with regard to job duties, promotional opportunities and its pay practices.
15. During the five-year-period TWC will continue its on-going efforts to affect targeted outreach to females, minorities, veterans and individuals with disabilities. Specifically, TWC will partner with organizations such as South Carolina Able, NC Division of

Vocational Rehabilitation Services and Alliance of Disability Advocates. TWC will strive to attract and recruit individuals with disabilities and raise awareness of local managers through training and partnerships.

16. During the five-year-period, TWC and OFCCP (and if appropriate, the Consultant) will meet once a year to discuss TWC's progress in implementing the adopted recommendations, to discuss concerns, and to continue to chart a path toward a mutually-beneficial partnership. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement. Moreover, in recognition of the time necessary to fully implement the Consultant's recommendations, provide training to hiring managers and human resources staff, monitor the revised hiring process, and make additional changes or refinements to the revised hiring process that may be warranted, OFCCP agrees not to conduct compliance evaluations of TWC facilities for the Five-Year Period, other than to investigate complaints filed by applicants or employees under Executive Order 12466, as amended, Section 503 of the Rehabilitation Act, and VEVRAA.
17. These Enhanced Compliance Provisions between TWC and OFCCP does not provide TWC with any exemption from its requirement to comply with Executive Order 11246.
18. These Enhanced Compliance Provisions between TWC and OFCCP may be modified only upon the written consent of the parties.
19. These Enhanced Compliance Provisions are between OFCCP and TWC (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 TWC 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

TWC must submit the documents and reports described below to the Southeast Director of Regional Operations, Jonide Corbin, at **Ex (7)(C)**@dol.gov.

TWC must submit progress reports as follows: The first progress report will be due nineteen months after the Effective Date of this Agreement and will cover the twelve-month period beginning one year after the Effective Date. Each subsequent report will be due every twelve months and must cover the successive twelve-month period, and must be submitted within 90 calendar days after the close of that twelve-month period. For verification and replication purposes, TWC must submit to OFCCP the underlying hiring and compensation data associated with these progress reports. For hiring analyses, data will be submitted for all Covered Positions and their successor positions. TWC must also submit hiring analyses for a representative sample of other establishments having the same positions, including successor positions, listed in Attachment E, and the hiring analyses for these other establishments will be limited to the positions listed in Attachment A. For

compensation analyses, TWC will submit individualized pay data for Administrative Support positions at the Arrowood establishment to OFCCP for replication of its analysis

TWC will submit the following in each progress report, as applicable:

1. Documentation of monetary payments to all Eligible Class Members as specified in Part IV. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. TWC must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired into affected sales positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, TWC will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
4. Annual submission of TWC Affirmative Action Plans for E.O. 11246, Section 503 and VEVRAA Affirmative Action Plans for the Reviewed Establishments referenced in Attachment E.
5. Reports as required under Part V, Enhanced Compliance Provisions.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between TWC and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither TWC nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

Attachments

- A. List of positions with alleged hiring discrimination (“affected positions”)
- B. List of Eligible Class Members
- C. Notice Documents
 - C-1-Notice
 - C-2 Interest Form
 - C-3 Release Form
- D. Timeline
- E. Covered Positions and Locations for Enhanced Compliance

PART VII. SIGNATURES

The person signing this Early Resolution Conciliation Agreement on behalf of TWC personally warrants that he/she is fully authorized to do so, that TWC has entered into this Early Resolution Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on TWC. This Early Resolution Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and TWC.

DATE: Feb, 10, 2020

DATE: Feb 12, 2020

Ex (6), Ex (7)(C)

Ex (6), Ex (7)(C)

Paul Marchand
Executive Vice President
Human Resources
Time Warner Cable, LLC

Samuel B. Maiden
Regional Director—Southeast
Office of Federal Contract Compliance
Programs

Attachment A: List of positions with alleged hiring discrimination

Establishment	Review Period	Job Title	Protected Class
Time Warner Cable Paramount Parkway R00185707	1/1/2012- 6/30/2013	Inbound Telesales	Female
			Black
Time Warner Cable Arrowood R00188237	1/1/2013- 12/31/2013	Sales Representatives	Female
Time Warner Cable Columbia R00187000	1/1/2012- 6/30/2013	Direct Sales Trainee	Females
			Black Males

⁴ For purposes of job opportunities TWC will use a shortfall of 37 for the above-mentioned Paramount Parkway location, eight for the Columbia location and six for the Arrowood location.

Attachment B- Class Members

R00188237-Arrowood	
No.	Candidate Reference Number
1	Ex (7)(C)
2	
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38	

Please note: OFCCP has not included pages 19 through 85 in this document. These pages are similar to page 18. Please contact OFCCP if you would like these pages.

Attachment C-1 Notice

You may be eligible to get money and a job because of a legal settlement between Time Warner Cable, LLC and/or its subsidiaries, parent companies, and affiliates (collectively referred to hereinafter as “TWC”) and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and TWC that may benefit you. This settlement involves claims of alleged discrimination in hiring, and our records show that you may be one of the qualified applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with TWC.

ARE YOU AFFECTED?

[PROTECTED CLASS] who applied and were not hired for [INSERT] positions at TWC, [ADDRESS] between [DATE] and [DATE] are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of TWC’s hiring practices during [DATE] and [DATE]. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that TWC discriminated against [PROTECTED CLASS] in hiring for [Job] positions. TWC denies those claims. Ultimately, OFCCP and TWC have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between TWC and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a [Job] position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$ [REDACTED]** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments TWC is making to settle the allegations. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** TWC will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with TWC, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the “Release of Claims Under Executive Order 11246” (Release) to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: [INSERT specific date]

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **Compliance Officer XXX at XXXX**. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov./ofccp/cml.

Attachment C-2 Interest Form

Interest Form

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE: [INSERT specific date]

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be delivered by the deadline listed above to:

[Name and Address]

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Interest Form will only be used for the following purposes:

(1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and

(2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement. Your expression of job interest applies only to the jobs involved in this settlement,

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

Name

Address

Phone

Email/Web site link

Step 2: Inform us if you are interested in a position:

Yes, I am still interested in the [Job] described herein with Time Warner Cable (Charter Communications, Inc.) at [LOCATION].

OR

I am not interesting in the [Job] described herein with Time Warner Cable (Charter Communications, Inc.) at [LOCATION]

OR

I am currently employed by Time Warner Cable (Charter Communications, Inc.).

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment C-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Time Warner Cable, LLC and/or its subsidiaries, parent companies, and affiliates (collectively referred to hereinafter as "TWC")¹ paying you money, you agree that you will not file any lawsuit against TWC for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for [POSITIONS] positions]. It also says that TWC does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge TWC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought 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 at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole economically for any claim relating to my non-selection for employment with TWC through the effective date of this Release, and I agree not to seek and/or accept, as part of any action based on my non-selection, any additional economic relief designed to reimburse me for alleged loss or damage including lost earnings, salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that TWC denies that it treated me unlawfully or unfairly in any way and that TWC 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 TWC to me is not to be

¹ For the sake of clarity, all references herein to TWC refer not only to the Time Warner Cable, LLC entity and its subsidiaries and affiliates, but also to Charter Communications, Inc. and its subsidiaries and affiliates.

construed as an admission of any liability by TWC.

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 Claim Form, by the deadline listed on the Interest Form, I will not be entitled to receive any payment (less deductions required by law) from TWC.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____

Attachment D- Timeline

ACTIVITY	DATE
TWC Mails Notice Documents (First Mailing)	
Deadline for Affected Applicants to Reply to Notice	
TWC Notifies OFCCP of Undeliverable Mailings	
OFCCP Provides Updated Contact Information to TWC	
TWC Mails Notice Documents (Second Mailing)	
Deadline for Affected Applicants to Reply to Second Notice	
TWC Provides List of its Determination of Eligible Class Members	
OFCCP Reviews and Approves Final List and Distribution Amounts	
TWC Mails Back pay Checks	
TWC Notifies OFCCP of Any Checks Returned as Undeliverable	

ACTIVITY	DATE
OFCCP Provides Updated Addresses	
TWC Mails Back pay Checks to New Addresses	
Distribution of Remaining Funds to Eligible Class Members	

Attachment D- Timeline (Continued)

Enhanced Compliance Provisions Timeline

Consultant submits Enhance Compliance proposal to TWC and OFCCP	
Consultant submits report to TWC and OFCCP	
Parties meet to review report	
TWC implements recommendations	
TWC submits Semi-Annual Enhanced Compliance reports	

Attachment E- Covered Positions and Locations for Enhanced Compliance

Establishment	Job Title
4200 Paramount Parkway, Morrisville, NC	Inbound Telesales
3140 W. Arrowood Road, Charlotte, NC	Sales Representatives
3347 Platt Springs Road, West Columbia, SC	Direct Sales Trainee
13022 Hollenberg Drive, Bridgeton, MO	Rep 1 Customer Service Internet/Voice Customer Relations Coordinator – Internet/Phone
750 Northwest Plaza, NW Plaza, MO	Residential Inbound Sales Representative

TWC must also submit hiring analyses for a representative sample of other establishments having the same positions, including successor positions. In addition, TWC will provide the annual Affirmative Action Plan for the following establishments: 59 Paidge Ave Brooklyn, New York; New Karner Rd., Albany, New York; 1900 Blue Crest Ln., San Antonio, Texas; 2433 Rutland, Austin, Texas; and 3301 W Royal Ln, Irving, Texas and include the hiring analyses for Sales and Customer Service Job Groups at these establishments.