

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

**THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

And

**CISCO SYSTEMS, INC.
170 WEST TASMAN DRIVE
SAN JOSE, CALIFORNIA 95134**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Cisco Systems, Inc.’s (“Cisco”) San Jose affirmative action program (“AAP”) establishment (“**San Jose Evaluation**”), and issued a Notice of Violation dated November 2, 2017 (“**NOV**”) and a Notice to Show Cause, dated December 20, 2017 (“**NSC**”), for Cisco’s San Jose AAP establishment for the years 2011-2013. There have not been any adjudicated findings with regard to the allegations in the NOV or NSC and Cisco contests the allegations in the NOV and NSC. OFCCP and Cisco (collectively, the “**Parties**”) elected to voluntarily enter into this Early Resolution Conciliation Agreement (“**Agreement**”) to (a) fully and finally resolve all allegations that were included in the NOV and NSC for the San Jose AAP establishment; (b) close all pending, scheduled or in-process evaluations and/or audits of any Cisco establishment; (c) document Cisco’s continued commitment to pay equity through a continued pay equity analysis and adjustment program for its employees for the next five years; and (d) in exchange for Cisco’s commitment to the ongoing pay equity program and specified reporting obligations, OFCCP is providing an exemption from future OFCCP audits as described in this Agreement.

OFCCP closed multiple audits of Cisco AAP establishments without issuing any notice of violation since the commencement of the San Jose Evaluation.

OFCCP alleges in the NOV and NSC that for the years 2011-2013, Cisco’s San Jose AAP establishment was not in compliance with Executive Order 11246 as amended (“**E.O. 11246**”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1. Cisco disputes these allegations as lacking any legal or evidentiary basis. In the interest of resolving the disputed allegations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Cisco enter into this Agreement, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Cisco’s fulfillment of its obligations set forth in Part IV of the Agreement, OFCCP agrees that it will not institute any administrative or judicial proceeding under E.O. 11246 or any other law, regulation, or executive order based on any allegations OFCCP

made, or could have made, in the NOV or NSC, or any allegations or findings that OFCCP identified or referenced, or could have identified or referenced, in connection with the San Jose Evaluation. However, OFCCP has the right to initiate proceedings to enforce the Agreement itself as set forth in Part II (14) below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future complaint investigations authorized under, or to enforce, this Agreement according to its terms.

2. In exchange for Cisco's fulfillment of all obligations in Part V of the Agreement, OFCCP agrees (a) not to initiate any new compliance evaluations pursuant to 41 CFR 60-1.20 or any other type of audit or evaluation under any other regulatory authority, including, but not limited to, compliance evaluations, compliance checks, focused reviews, and/or offsite review of records at any Cisco establishments or of any Cisco AAPs until at least the expiration of the Exemption Period (defined below); and (b) to close any open, pending and/or scheduled audits or evaluations of any Cisco AAP establishment. Notwithstanding these provisions, OFCCP retains the right to investigate complaints of discrimination brought by aggrieved individuals at Cisco establishments covered by the Agreement under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("**Section 503**"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("**VEVRAA**"). The Exemption Period shall consist of the Reporting Exemption Period plus the Scheduling Exemption Period defined as follows: (c) the Reporting Exemption Period shall run from the Effective Date of this Agreement (defined below) until 60 days after Cisco submits the final Progress Report identified in Part VI (1) of this Agreement; and (d) the Scheduling Exemption Period shall commence immediately after the expiration of the Reporting Exemption Period and shall run for the longer of two years or the time period dictated by the scheduling methodology in effect at the commencement of the Scheduling Exemption Period.
3. The Parties agree that Cisco will provide reports of its compliance with this Agreement as described herein and that OFCCP may review Cisco's compliance with this Agreement based on those reports. As part of such review, OFCCP may request clarification of the written reports, enter and inspect the premises upon reasonable notice, interview witnesses upon reasonable notice, and examine and copy documents relevant to Cisco's compliance with this Agreement. Cisco will cooperate in good faith and permit access to its premises during normal business hours for the purposes of the review and will provide OFCCP with all hard copy and electronic reports and documents as specified in this Agreement. OFCCP has 60-days from the date of the last Progress Report described in Part VI (1) to (a) confirm compliance with the terms of this Agreement and (b) notify Cisco in writing that Cisco has failed to fulfill all of its obligations under the Agreement. Before providing Cisco with Notice of non-compliance pursuant to Part II (14) of this Agreement, OFCCP will provide Cisco with informal notice and meet and confer in good faith with Cisco to resolve the issue prior to the issuance of a Notice. At either party's request, such good faith meet and confer will include an executive at Cisco and an official of OFCCP's National Office and the Regional Director. If OFCCP provides a Notice of non-compliance pursuant to Part II (14), the Agreement is automatically extended until the date that OFCCP determines that Cisco has met all of its obligations under the Agreement. OFCCP confirmation of

compliance will be in writing addressed to Cisco's General Counsel with a copy to Cisco's Chief Litigation Counsel at the addresses below.

4. This Agreement does not constitute an admission by Cisco of any violation of, or noncompliance with, the EO 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or any other laws or regulations. In addition, there has been no adjudicated finding of any wrongdoing, noncompliance with, or violation of EO 11246, Section 503, the VEVRAA, or any other laws or regulations. Cisco denies the allegations in the NOV and NSC.
5. Cisco understands that nothing in this Agreement relieves Cisco 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.
6. Cisco promises not to harass, intimidate, threaten, or discriminate 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).
7. The Parties understand the terms of this Agreement and enter into it knowingly and voluntarily, and intending to be legally bound by its terms.
8. 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 the Parties.
9. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "**Effective Date**").
11. This Agreement will automatically terminate sixty (60) days after the Exemption Period ("**Termination Date**"). The term of the Agreement will be from the Effective Date to the Termination Date.
12. At the expiration of the Exemption Period, any Cisco AAP establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.
13. Each party shall bear its own fees and expenses with respect to this matter.

14. Nothing in this Agreement shall be construed to prevent or preclude either party from enforcing this Agreement. If OFCCP believes that Cisco has violated the Agreement, OFCCP reserves the right to bring an action to enforce the Agreement under 41 CFR § 60-1.34. Any such action will comply with the following procedures set forth at 41 CFR § 60-1.34 as amended below:
 - a) OFCCP will send Cisco a written notice by overnight courier return receipt requested to Cisco's General Counsel with a copy to Cisco's Chief Litigation Counsel at 170 West Tasman Drive, San Jose, CA 95134 within 60 days of Cisco's most recent Progress Report set forth in Part VI (1) below, stating the alleged violations and summarizing any supporting evidence ("**Notice**"). Should OFCCP fail to provide a Notice to Cisco within 60 days of receipt of a Progress Report, Cisco will be deemed in compliance with the Agreement. Cisco will have 15 days from receipt of such Notice to demonstrate in writing that it has not violated the Agreement.
 - b) If Cisco is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, OFCCP may initiate enforcement proceedings seeking enforcement of the Agreement and a full make-whole remedy for victims without issuing a show cause notice or proceeding through any other requirement.
 - c) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement. Cisco 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.
15. 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 Cisco 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, the Equal Pay Act, and the Americans with Disabilities Act.
16. This Agreement is limited to the facts of the San Jose AAP establishment compliance evaluation and any other open compliance evaluation of a Cisco AAP establishment. Neither this Agreement, nor any part of the conciliation process nor any part of the negotiations of this Agreement, shall constitute admissible evidence with respect to either party's policies, practices, or positions in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit. Notwithstanding the foregoing, this Agreement shall be admissible in legal or administrative proceedings seeking the enforcement or interpretation of this specific Agreement.
17. 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.

18. This agreement is between OFCCP and Cisco and any successor, assign, parent or subsidiary of Cisco, and does not confer any rights or benefits to any other parties, other than any successor to, or parent or subsidiary of, Cisco.

PART III. SPECIAL TERMS AND CONDITIONS

1. During the Exemption Period, OFCCP will not schedule any Cisco AAP establishment for a compliance evaluation, audit or investigation of any kind or under any regulation, including but not limited to compliance review, compliance check, focused review, offsite review of records. Should Cisco acquire additional U.S. establishments during the Exemption Period, it will alert OFCCP within 60 days of the close of acquisition of the need to amend the List of Exempted Establishments in Attachment F and to provide an updated Attachment F, and upon such notice, such acquired establishments shall be encompassed within the audit exemption. Such acquired establishments will be subject to the Enhanced Compliance Agreement provisions described in Part V upon integration into Cisco's compensation system, which Cisco will endeavor to undertake as soon as it is reasonably practicable.
2. Notwithstanding the Exemption Period, OFCCP retains the right to investigate complaints of discrimination brought by aggrieved individuals at Cisco establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.
3. This Agreement will not relieve Cisco from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire US workforce, including fulfilling its obligation to maintain up-to-date AAPs.

PART IV. ALLEGED VIOLATIONS AND REMEDIES

1. Alleged Compensation Disparities in 2011-2013 at Cisco's San Jose Establishment

OFCCP alleged statistically significant pay disparities in gender, race and national origin/ethnicity for the years 2011-2013 at Cisco's San Jose AAP establishment as follows:

- a) OFCCP alleges and Cisco denies that Cisco discriminated against Female employees in compensation based upon sex in Cross Functional, Customer Advocacy, Engineering, Marketing, Services and Supply Chain roles, in violation of 41 C.F.R. 60-1.4(a)(1);
- b) OFCCP alleges and Cisco denies that Cisco discriminated against African American employees in compensation based upon race in Cross Functional, Customer Advocacy, Engineering, Marketing and Supply Chain roles, in violation of 41 C.F.R. 60-1.4(a)(1); and

- c) OFCCP alleges and Cisco denies that Cisco discriminated against Hispanic employees in compensation based upon national origin/ethnicity in Customer Advocacy, Engineering, Services and Supply Chain roles, in violation of 41 C.F.R. 60-1.4(a)(1).
2. Denial of Allegations of Compensation Disparities from 2011-2013 at Cisco's San Jose Establishment. Cisco denies that it engaged in unlawful pay discrimination.
3. Financial Resolution of Allegations
- a) *Monetary Settlement for Back Pay for Alleged Compensation Disparities*. To fully and finally resolve all allegations included in, or that could have been included in the NOV and NSC, and without admitting any such allegations, Cisco agrees to distribute a total of Two Million Dollars (\$2,000,000) in back pay (\$1,818,182) and interest (\$181,818) to the Eligible Class Members (defined below) on the Final Class Member List described in the Timeline (defined below) pursuant to the process set forth in Part IV (3)(b)-(c).
 - b) *Notice*. Cisco or its third party administrator will comply with the requirements and dates in Attachment C ("**Timeline**") to notify the individuals listed in Attachment A ("**Class Members**") of the terms of this Agreement and to obtain a completed and executed release for any Class Members which is required to receive payment under this Agreement. Pursuant to the Timeline, Cisco will send to the List of Class Members by certified mail (i) the Notice in the form of Attachment B-1 ("**Notice**"), (ii) the Release of Claims Under Executive Order 11246 in form of Attachment B-2 ("**Release**"), and (iii) a postage paid return envelope.
 - c) *Eligibility*. All Class Members who comply with the requirements in the Notice, including returning a completed and executed Release by the deadline included in the Notice ("**Eligible Class Members**"), will be eligible for a payment. If a Class Member does not return a completed and executed Release within the prescribed deadline, the Class Member will not be entitled to any payment of back pay or any other relief pursuant to this Agreement. Notwithstanding this provision, an eligible class member who remains employed with Cisco may be eligible to receive a pay equity adjustment under Part V of this Agreement.
 - d) *Taxes*: Any distribution under this Section to Eligible Class Members will be subject to contributions and deductions 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). Cisco or its third party administrator shall provide each Eligible 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 Eligible Class Member either at the time of payment, electronically or with the settlement checks, or at the end of the year.

PART V. ENHANCED COMPLIANCE AGREEMENT

1. To proactively facilitate compliance with Executive Order 11246, Cisco will conduct the Annual Analysis set forth in Part V (2)(a) below. Cisco agrees that it will allocate a minimum of Five Hundred Fifty Thousand Dollars (\$550,000) per year for a total of \$2,750,000 for five years for the annual pay adjustments in Part V (2)(b) ("**Pay Adjustments**"). If the Pay Adjustments for any year are less than \$550,000, Cisco will use the differential between the Pay Adjustment for that year and the \$550,000 minimum to fund inclusion and diversity efforts and programs ("**Differential**").
2. **Annual Analysis:**
 - a) Beginning in Cisco's fiscal year 2021 and for four additional fiscal years following fiscal year 2021, Cisco will continue to conduct annual pay equity analyses of its U.S. employees to ensure pay equity for women, African-Americans and Hispanics using the methodology described in Attachment D during the second quarter of its fiscal year (which runs from November to January). Cisco will use a snapshot from the second quarter of the applicable fiscal year to take account of pay increases that typically take effect during this time period.
 - b) Beginning in Cisco's fiscal year 2021 and for four additional fiscal years following fiscal year 2021, Cisco will make annual pay equity adjustments during the third quarter of its fiscal year (February through April), using the adjustment process described in Attachment D.
 - c) The statistical model set forth in Attachment D is to be used by the parties for these settlement purposes only, and it shall not be precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.
 - d) If Cisco seeks to modify the model described in Attachment D, Cisco will discuss such modifications with OFCCP. The Parties will work in good faith to arrive at a mutually acceptable alternative model that reasonably addresses the rationale presented by Cisco for the requested model changes.
 - e) Any alleged breach by Cisco of the specific requirements of Part V of this Agreement shall be subject to the enforcement provisions in Part II (14) but shall not affect the Parties' agreement to resolve OFCCP's allegations contained in the NOV and NSC in exchange for the settlement payments of \$2 million in back pay and interest as outlined in Part IV of this Agreement.

PART VI. REPORTS REQUIRED

Cisco agrees to submit specific reports to the Pacific Regional Director of the OFCCP as follows:

1. *Progress Report on compliance with Part V.* By June 30th of each year from 2021 to 2025, Cisco will report to the OFCCP the Pay Adjustments it made in accordance with Part V of this Agreement ("**Progress Report**"). The Progress Report will contain the employee ID, race and gender of the recipient of the Pay Adjustment, and the adjustment amount. Cisco

will certify in the Progress Report that the Pay Adjustment was identified by the model in Attachment D and that the Pay Adjustments in the aggregate satisfy Cisco's obligations under Part V and Attachment D. Both parties will treat Attachments A, D, and E and any Progress Report or information Cisco provides to OFCCP under this Agreement as (a) privileged and/or confidential, and (b) commercial and/or financial information. OFCCP will protect from disclosure such information or materials, except to the FOIA Counsel or OFCCP's attorneys within the National Office of the Solicitor of Labor who are equally bound by these confidentiality provisions, to the maximum extent permitted under the law. In the event of a Freedom of Information Act ("FOIA") request for any materials or information provided by Cisco to OFCCP pursuant to this Agreement, OFCCP shall promptly notify Cisco of such request in writing, solicit input from Cisco with regard to any applicable privileges and exemptions, and will assert such privileges and exemptions and otherwise protect said material from disclosure to the maximum extent permitted by law.

2. *Documentation of monetary payments to all Eligible Class Members as specified in Part IV (3).* The documentation must include the names of all 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. Cisco must provide OFCCP with copies of all canceled checks upon request. Cisco shall provide this report within 120 of the last distribution of payments under the Timeline.
3. *Report of Differential used for diversity and inclusion efforts and programs.* For any Differential used to fund inclusion and diversity programs as set forth in Part V(1), Cisco agrees to provide OFCCP with a report showing how the Differential was allocated for inclusion and diversity programs.
4. *AAP Plan Certifications:* No later than December 31st of each year during the Reporting Exemption Period, Cisco will submit a signed certification that Cisco has developed its annual Affirmative Action Plans required under E.O. 11246, Section 503, and VEVRAA.

PART VII. SIGNATURES

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

DATE: March 4, 2020

DATE: March 4, 2020

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

Claire Gray
Vice President, Global Compensation
CISCO SYSTEMS, INC.

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

Jane Suhr
Pacific Regional Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor
90 7th Street, Suite 18 - 300
San Francisco, CA 94103

ATTACHMENTS

- A. Confidential List of Eligible Class Members – Exempt for FOIA Disclosure
- B. Notice Documents
 - B-1-Notice
 - B-2-Release Form
- C. Timeline
- D. Confidential and Common Interest Pay Equity Analysis Regression Model – Exempt from FOIA Disclosure
- E. Confidential Supplemental Equity Adjustments – Exempt from FOIA Disclosure
- F. List of Cisco AAP Establishments Exempted From OFCCP Audits

Attachment A: List of Class Members

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (4), (b) (7)(C)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (4), (b) (7)(C)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

[illegible]

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				

[illegible]

Employee Name	Location	Back Pay	Interest	Total
(b) (7)(C), (b) (4)				
		1,818,188	181,808	2,000,010

Attachment B-1: Notice

Notice to Affected Class Members

We are writing to provide information about a legal settlement between the U.S. Department of Labor and CISCO SYSTEMS, INC. ("CISCO") that may benefit you. This settlement involves alleged claims of discrimination in compensation for the years 2011-2013 at Cisco's San Jose Affirmative Action Plan establishment, which Cisco disputes. Our records show that you may be one of the class members 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 salary adjustment with CISCO.

ARE YOU AFFECTED?

The settlement covers certain females, African-Americans, and Hispanics who were employed in certain job titles and had an alleged disparity in compensation at the CISCO San Jose establishment between in 2011 and 2013.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CISCO's compensation practices during 2011, 2012 and 2013 for its San Jose establishment. 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 CISCO discriminated against female, African-American, and Hispanic employees in select job titles in compensation. CISCO denies those allegations. Ultimately, OFCCP and CISCO 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 CISCO and OFCCP.

As a result, affected class members may be eligible for back pay and interest.

WHAT DOES THIS MEAN FOR YOU?

Because you were employed during the relevant time frame and in the relevant job titles, this settlement may provide you with back pay benefits as follows:

You may be eligible to receive a payment of at least \$_____ (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and interest for the 2011-2013 time period. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive back pay benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed document entitled "Release of Claims Under Executive Order 11246" ("Release").

To be eligible for a payment, you must complete, sign, and return the following enclosed "Release" to:

[INSERT CLAIMS COMPANY]

DEADLINE: The completed and signed Release must be postmarked by [INSERT specific date for First or Second

[Name Notice deadline date in Attachment D]

If you fail to return a completed and signed Release by the deadline above, you will not be eligible to receive any money available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the DOL [insert contact] or Cisco at [xxx]. You can also visit the U.S. Department of Labor web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2: Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A COMPLETED AND SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for CISCO SYSTEMS, INC. ("CISCO") paying you money, you agree that you will not file any lawsuit against CISCO for alleged pay discrimination under Executive Order 11246. It also says that CISCO does not admit it violated any laws. This Release says you had sufficient time to review the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to CISCO's compensation practices during my employment with CISCO through the Effective Date of this Release. I hereby release CISCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for any additional relief obtained through any action based on or involving CISCO's compensation practices through the Effective Date of this Release that could have been brought under Executive Order 11246.

II.

I understand that CISCO does not agree that it treated me unlawfully or unfairly in any way and that CISCO entered into an Early Resolution Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above solely to resolve alleged compensation disparities arising from the OFCCP's compliance review of Cisco's San Jose establishment for the years 2011-2013 without legal proceedings. I further agree that the payment of the aforesaid sum by CISCO to me is not to be construed as an admission of any liability by CISCO.

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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to [insert], by the deadline listed on the Notice to Affected Class Members, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____

Attachment C: Timeline

ACTIVITY	REQUIREMENT	DATE
CISCO Mails Notice Documents (First Mailing)	Cisco shall notify Class Members of this settlement within 60 days of the Effective Date of this Agreement by mailing to each Class Member via certified mail a Notice of Affected Class Member ("Notice") in the form of Attachment B1; a Release of Claims under Executive Order 11246 in the form of Attachment B2 ("Release"); and a self-addressed stamped envelope.	5/4/2020
Postmark Deadline for Affected Applicants to Reply to Notice		6/3/2020
CISCO Notifies OFCCP of Undeliverable Mailings	Within 45 days of Cisco mailing the Notice Documents, Cisco shall provide OFCCP with a list of Class Members who did not timely return a completed and executed Release.	7/20/2020
OFCCP Provides Updated Contact Information to CISCO	Within 30 days of receiving notice of the undeliverable mailings from Cisco, OFCCP shall conduct a search to attempt to locate the Class Members whose Notice and Release were returned as undeliverable or who did not provide a timely completed and executed Release.	8/19/2020
CISCO Mails Notice Documents (Second Mailing)	For all Class Members that OFCCP locates ("OFCCP Located Class Member"), Cisco	

ACTIVITY	REQUIREMENT	DATE
	shall send via certified mail another Notice, Release, and self-addressed stamped envelope ("Second Notice") within 15 days of receiving the Class Member's address.	9/3/2020
Postmark Deadline for OFCCP Located Class Members to Reply to Second Notice	Each OFCCP Located Class Member shall be given an additional 30 days from the mailing of the Second Notice to return a completed an executed Release to Cisco's settlement administrator.	10/5/2020
CISCO Provides List of Eligible Class Members	Within 30 days after the deadline in the Second Notice, Cisco shall provide to OFCCP a list of all Class Members who timely submitted a completed an executed Release ("Eligible Class Members").	11/4/2020
OFCCP Reviews and Approves Final List and Distribution Amounts	Within 30 days of Cisco providing the List of Eligible Class Members, OFCCP shall approve the list of Eligible Class Members. The approved list of Class Members shall constitute the "Final Class Member List."	12/4/2020
CISCO Mails Back Pay Checks to Eligible Class Members		1/4/2021
Notifies OFCCP of Any Checks Returned as Undeliverable	By the date indicated in this Timeline, Cisco will notify the Director of the Pacific Region of the OFCCP of the receipt of a	2/3/2021

ACTIVITY	REQUIREMENT	DATE
	check to a class member that was returned as undeliverable.	
OFCCP Provides Updated Addresses	Pursuant to the dates specified in this Timeline, OFCCP will attempt to locate the class member. If OFCCP obtains an alternate address in the designated time period, OFCCP will advise Cisco of the address by email.	3/5/2021
CISCO Mails Back pay Checks to New Addresses		4/5/2021
Distribution of Remaining Funds to Eligible Class Members	With respect to any uncashed funds, Cisco will make a second distribution, in equal shares, to all Class Members who cashed their first check. Cisco will mail the second distribution to such participants by the date specified in this Timeline.	5/5/2021

CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

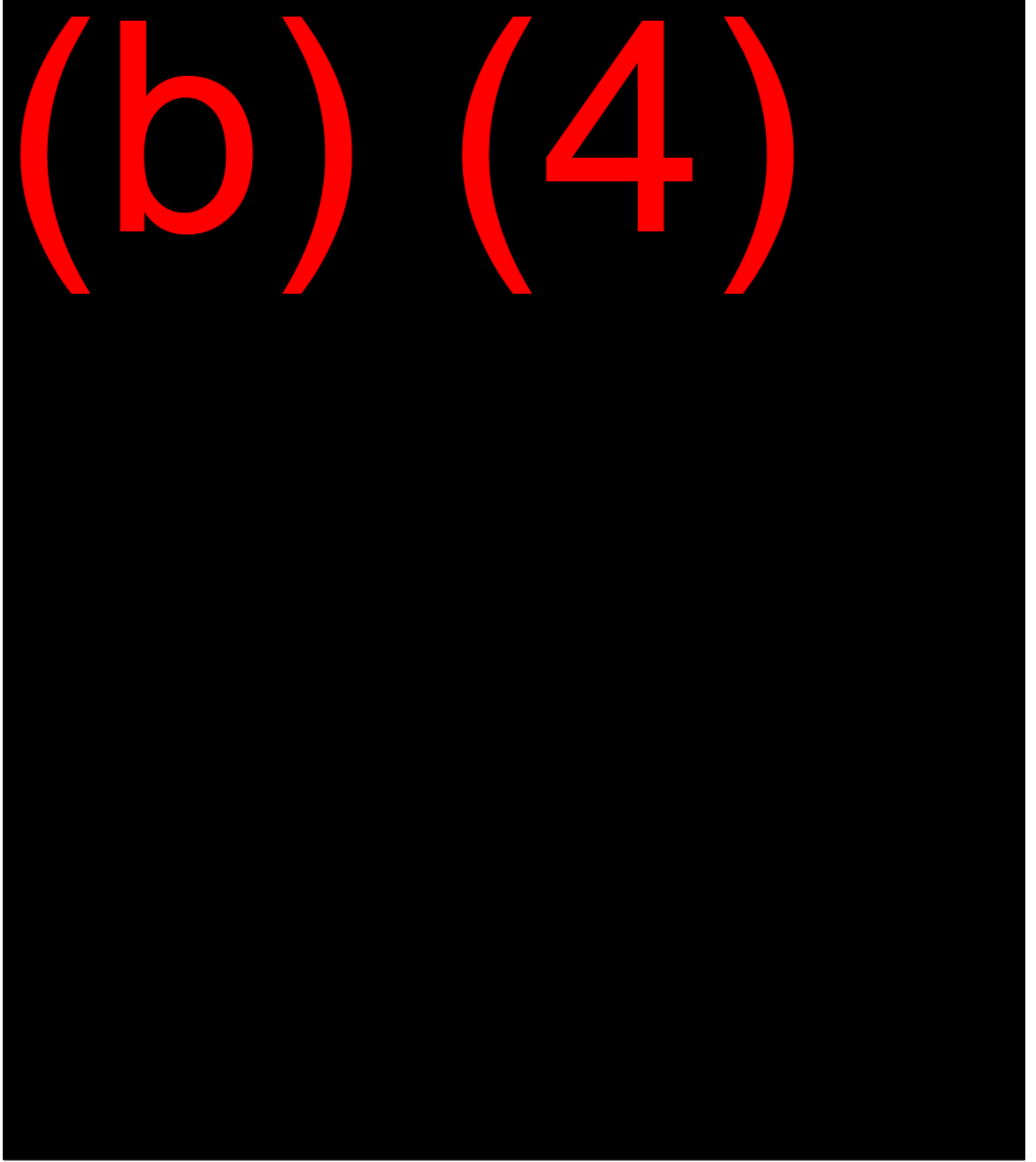
CONFIDENTIAL/PROPRIETARY AND COMMON INTEREST
EXEMPT FROM FOIA DISCLOSURE

(b) (4)

(b) (4)

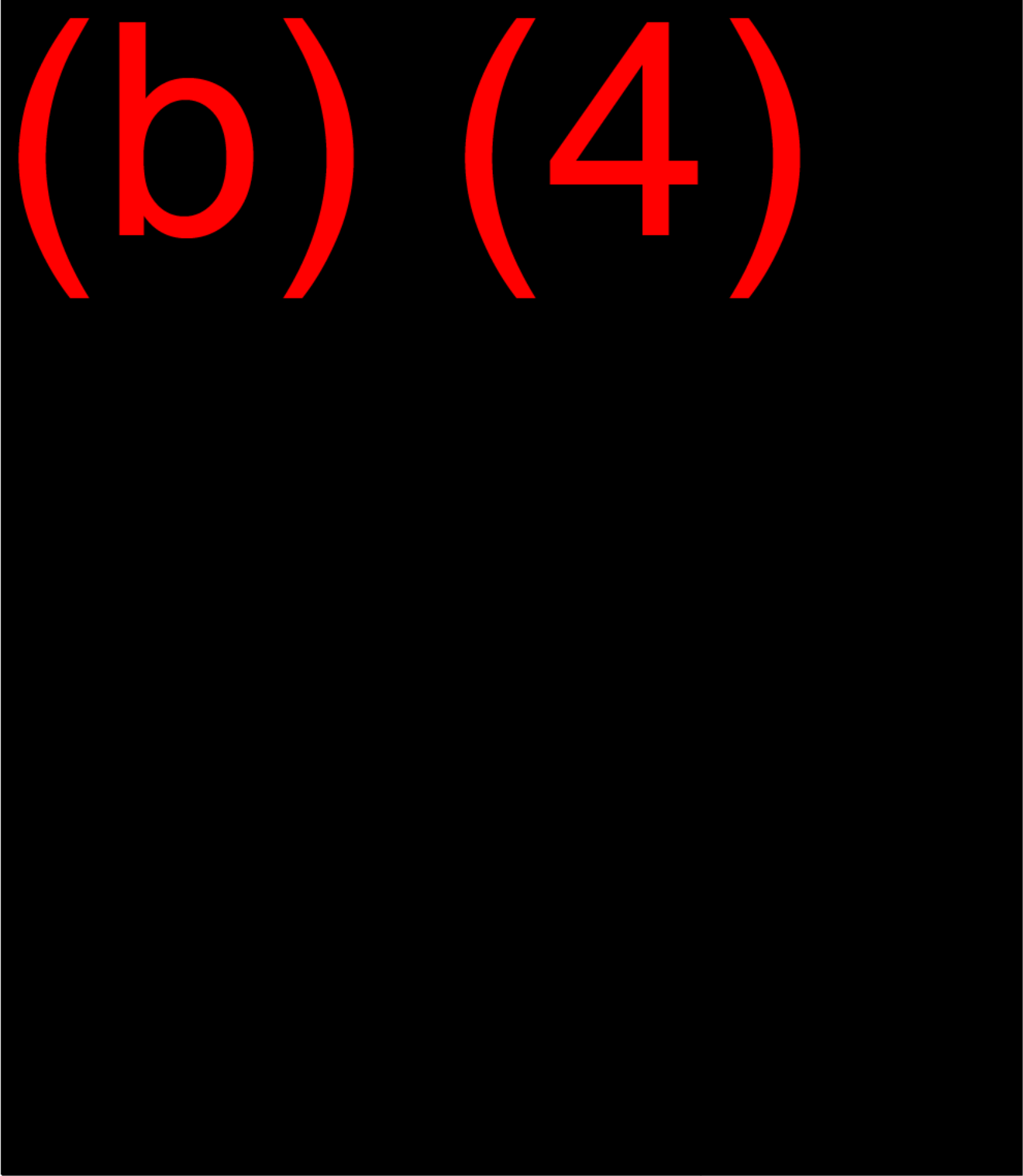
CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

(b) (4)



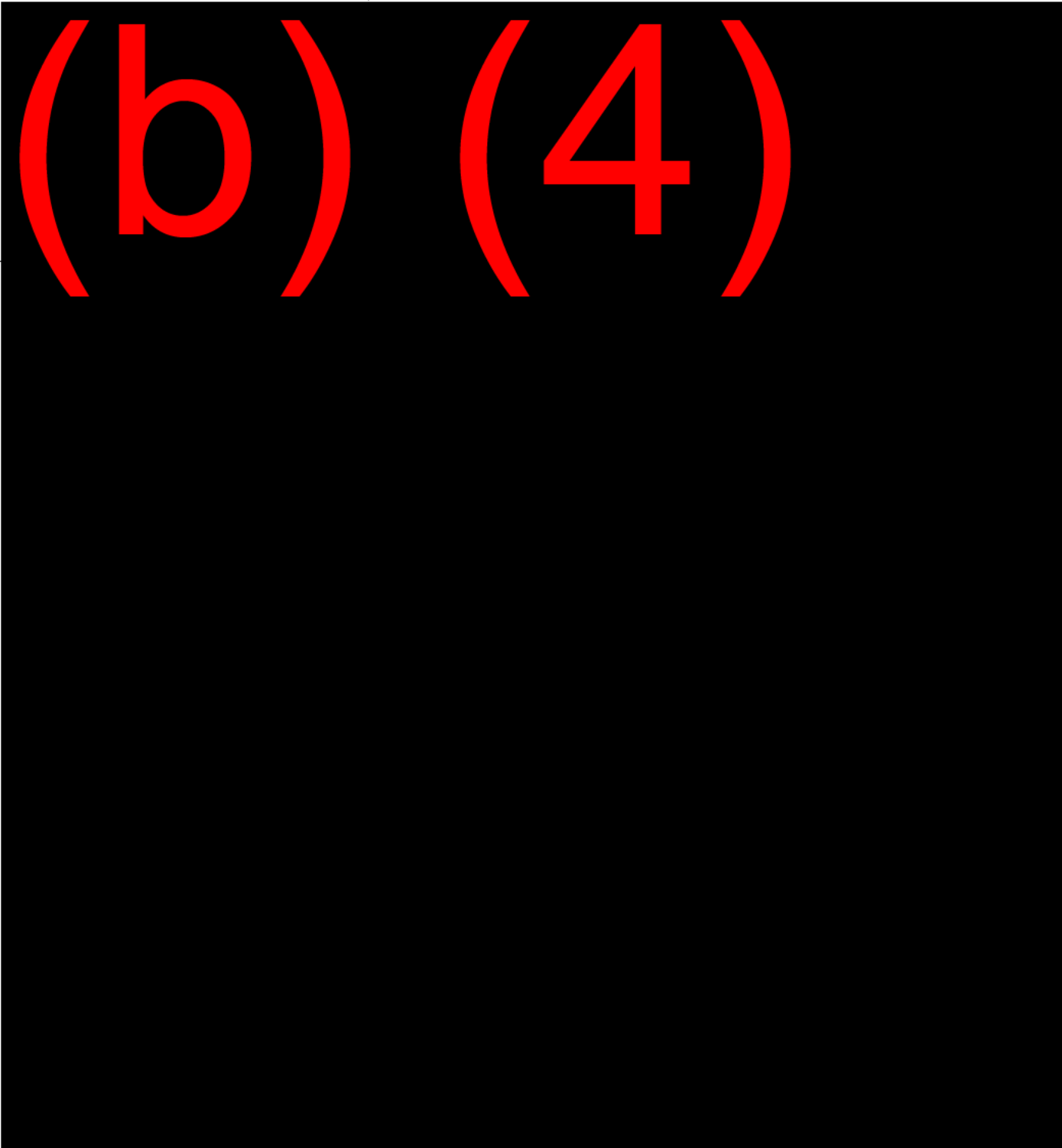
CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

(b) (4)



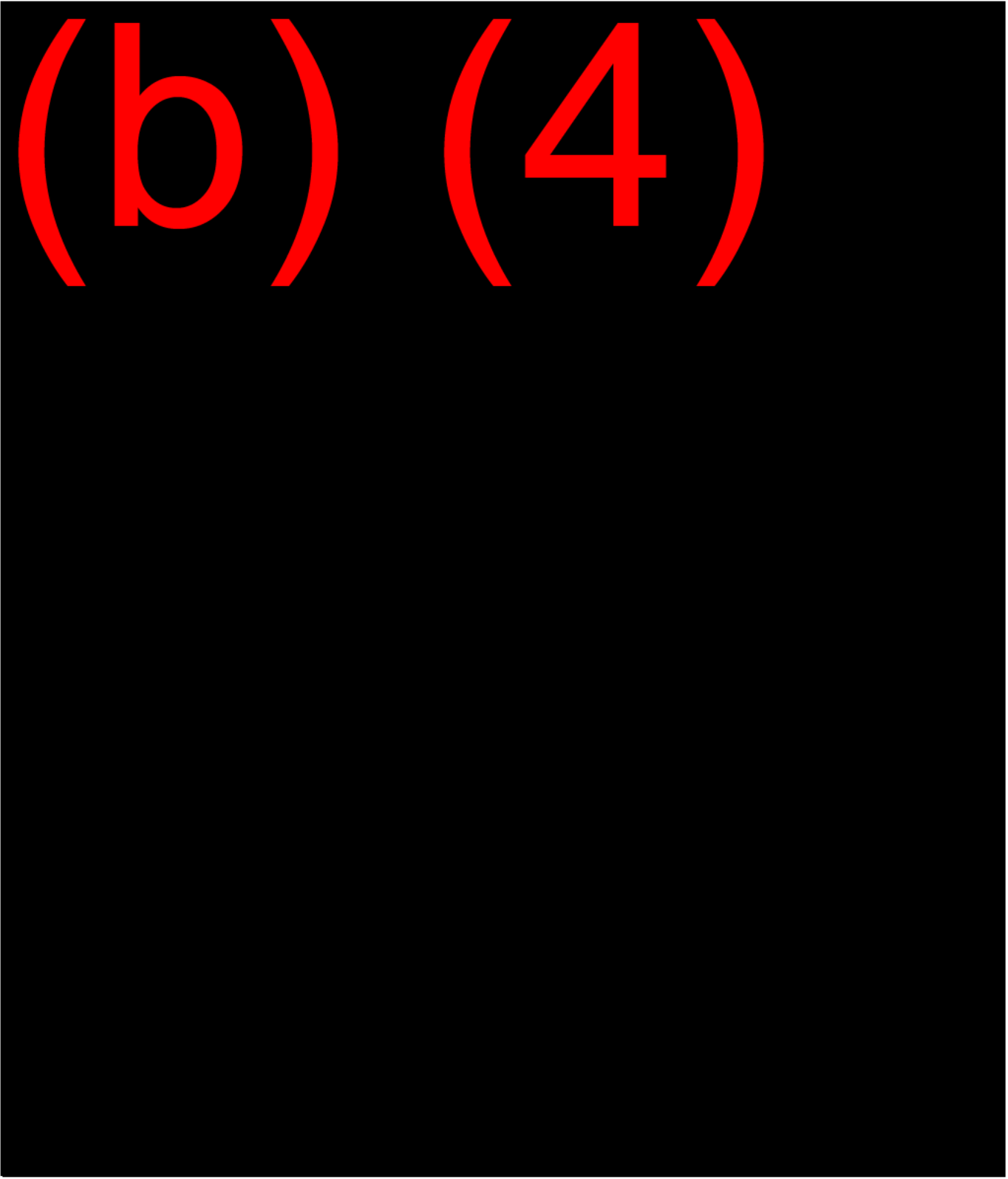
CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

(b) (4)



CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

(b) (4)



CONFIDENTIAL AND PROPRIETARY
SUBJECT TO COMMON INTEREST PRIVILEGE
NOT SUBJECT TO FOIA DISCLOSURE

(b) (4)

CONFIDENTIAL
EXEMPT FROM FOIA DISCLOSURE

(b) (4)

(b) (4)

Name	Location	Back Pay
(b) (4), (b) (7)(C)		

(b) (4), (b) (7)(C)



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Attachment F – List of AAP Cisco Establishments

Allentown, PA

Alpharetta, GA

Ann Arbor, MI (1st Street)

Ann Arbor, MI (Ashley St.)

Atlanta, GA

Austin, TX (Burnet Rd.)

Austin, TX (Congress Ave.)

Austin, TX (Research Blvd.)

Bellevue, WA

Bloomington, MN

Boston, MA

Boxborough, MA

Carlsbad, CA (Camino Vida Real)

Carlsbad, CA (Melrose Ave.)

Carmel, IN

Centennial, CO

Charlotte, NC

Chesterfield, MO

Chicago, IL

Columbia, MD

Denver, CO

Franklin, TN

Fulton, MD

Glendale, CA

Herndon, VA

Houston, TX

Irvine, CA

Iselin, NJ

Knoxville, TN

Lawrenceville, GA

Lehi, UT

Malvern, PA

Mason, OH

Miami, FL

Morristown, NJ

New York, NY

Overland Park, KS

Overland Park, FL

Palo Alto, CA

Phoenix, AZ

Pittsburgh, PA

Pleasanton, CA

Rancho Cordova, CA

Research Triangle Park, NC

Richardson, TX

Richfield, OH

Rockville, MD

Rosemont, IL

San Antonio, TX

San Diego, CA

San Francisco, CA (Bush)

San Francisco, CA (Second St.)

San Francisco, CA (Terry)

San Francisco, CA (Townsend)

San Jose, CA

Seattle, WA

Small Offices

Southfield, MI

Spring, TX

St. Petersburg, FL

Tulsa, OK

Waltham, MA