

## CONCILIATION AGREEMENT

Between

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

and

MPHISIS CORPORATION

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) commenced a compliance evaluation of Mphasis’ facility located at 226 Airport Parkway, Suite 638, San Jose, California 95110 (“Mphasis – San Jose”) and found that Mphasis - San Jose was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. §§ 60-1, 60-2, and 60-3. OFCCP notified Mphasis - San Jose of the specific violations found and the corrective actions required in a Notice of Violations issued on February 2, 2018. Mphasis-San Jose denies OFCCP’s findings and allegations. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Mphasis - San Jose enter this Conciliation Agreement (“Agreement”), incorporating the attachments by reference, and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Mphasis - San Jose’s fulfillment of all obligations in Parts III and IV 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 III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violations described in Part III if Mphasis - San Jose violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on violations found in future compliance evaluations or complaint investigations.
2. Mphasis - San Jose agrees that OFCCP may review Mphasis - San Jose’s compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Mphasis - San Jose will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Mphasis - San Jose understands that nothing in this Agreement relieves Mphasis - San Jose of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212

(“VEVRAA”), and their implementing regulations, and other applicable equal employment laws.

4. Mphasis - San Jose promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all 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, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the “Effective Date”).
9. This Agreement will expire sixty (60) days after Mphasis - San Jose submits the final progress report required in Part IV (D), below, unless OFCCP notifies Mphasis - San Jose in writing prior to the expiration date that Mphasis - San Jose has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Mphasis - San Jose has met all of its obligations under the Agreement.
10. If OFCCP believes that Mphasis - San Jose violated this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Mphasis - San Jose violated any term of the Agreement while it was in effect, OFCCP will send Mphasis - San Jose a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Mphasis - San Jose will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If Mphasis - San Jose 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.

- 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. Mphasis - San Jose may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by Mphasis - San Jose of any violation of Executive Order 11246, as amended; Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Mphasis - San Jose violated any laws.
12. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
13. The parties agree that this Agreement shall not create any right of action in any third parties, nor shall it be offered in evidence or otherwise used in any manner by any person, firm, corporation, entity, organization, or agency of any government in an attempt to prove that Mphasis - San Jose has violated any law, regulation, or order, except for proceedings initiated to enforce the provisions of this Agreement.
14. All references to “days” in this Agreement are to calendar days. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

OFCCP alleges, and Mphasis - San Jose expressly denies, the following:

#### **1. DENIAL OF ACCESS**

- A. STATEMENT OF VIOLATION. Mphasis - San Jose failed to provide OFCCP requested records, in violation of 41 CFR § 60-1.43, 60-300.81 and 60-741.81.
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, OFCCP alleges that Mphasis - San Jose denied OFCCP access to employees and records, job descriptions, job postings, applications, and interview records.
- C. REMEDY. Mphasis - San Jose will provide access to information relevant to any future compliance review in accordance with the requirements of 41 CFR § 60-1.43, 60-300.81 and 60-741.81.

## 2. HIRING DISCRIMINATION

- A. STATEMENT OF VIOLATION. OFCCP found that Mphasis - San Jose is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Mphasis - San Jose's hiring process and selection procedures revealed that, in 2015 and 2017, Mphasis - San Jose discriminated against white applicants in favor of Asian applicants, particularly Asian Indians, based upon race in its hiring practices in the Computer Systems Analyst positions.
- B. OFCCP'S SPECIFIC FINDINGS. OFCCP's analysis alleges that Mphasis - San Jose's selection process for the Computer Systems Analyst positions had an adverse impact on the hiring of White applicants.

OFCCP's statistical findings found hiring discrimination against white applicants. During the review period, Mphasis - San Jose hired 47 applicants into the Computer Systems Analyst job group. Of those hires, Mphasis - San Jose hired less than 9% white applicants, while hiring over 89% Asian applicants. Of those Asian hires, Asian Indians were over 90% of Asian hires. An analysis of Mphasis - San Jose's hiring data and appropriate workforce availability found that Mphasis - San Jose favored Asian applicants, particularly Asian Indians, in hiring. Mphasis - San Jose disfavored non-Asian applicants, particularly white applicants, resulting in a statistically significant shortfall of 14 hires.

Mphasis - San Jose denies that it discriminated against any white applicant who applied for a Computer Systems Analyst position and was not selected for employment. Mphasis - San Jose further denies that it failed to comply with the Executive Order and its implementing regulations.

- C. REMEDY FOR AFFECTED CLASS.
- i. Notice. Within ninety (90) days of the Effective Date of this Agreement, Mphasis - San Jose will notify all the white applicants listed in Attachment A of the terms of this Agreement by mailing the following to them via first class mail: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Claim Form"), a Release (Attachment D), and a postage-paid return envelope. Mphasis - San Jose will notify OFCCP of all letters returned as undeliverable on a weekly basis after the response deadline. In addition, within fifteen (15) days after expiration of the response deadline set out in the Claim Form, Mphasis - San Jose will provide OFCCP with a list of the individual Class Members who have not yet responded to the Notice and/or have not returned a signed Claim Form and Release. OFCCP will then attempt to obtain and provide updated addresses to Mphasis - San Jose within fifteen (15) days of receiving the list from Mphasis - San Jose. Mphasis - San Jose agrees to mail by first class mail a second

Notice, Claim Form, Release, and postage-paid return envelope to all Class Members for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

- ii. Eligibility. All Class Members (listed on Attachment A) who sign and return the Claim Form and Release to Mphasis - San Jose within thirty (30) days of the postmarked date on the envelope containing the first or second Notice and Claim Form (“Eligible Class Members”) will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a Computer Systems Analyst or Apps & Systems Developer position at Mphasis - San Jose’s 226 Airport Parkway establishment in San Jose, California, pursuant to this Agreement. If an individual receives, but does not return the signed and completed Claim Form and Release to Mphasis - San Jose within thirty (30) days of the postmarked date on the envelope containing the first or second mailing, he/she will no longer be entitled to any monetary settlement, consideration for a Computer Systems Analyst or Apps & Systems Developer position, or any other relief under this Agreement.

Within fifteen (15) days after the response deadline set out in the Claim Form, Mphasis - San Jose will provide OFCCP with a list of the Eligible Class Members (individuals who returned the signed and completed Claim Form and Release by the deadline). Within twenty (20) days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Mphasis - San Jose any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Mphasis - San Jose.

- iii. Monetary Settlement. Mphasis - San Jose agrees to distribute the negotiated amount of One Hundred Seventy-One Thousand Three Hundred Dollars (\$171,300.00) in back pay and interest to the Eligible Class Members identified on the final list, of which \$157,843.41 is back pay and \$13,456.59 is interest, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members’ share of FICA taxes), in equal shares to all Eligible Class Members. Mphasis - San Jose will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings attributable to the back pay portion of the monetary settlement. Mphasis will also provide an IRS Form W-2 (representing the amount of back pay) and, as appropriate, an IRS Form 1099 (representing the amount of interest) to each Eligible Class Member. The IRS forms will be made electronically available or mailed by the deadline imposed by applicable law. Mphasis - San Jose will disburse the monetary payments within thirty (30) days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) days of Mphasis - San Jose's receipt of a check to an Eligible Class Member returned as undeliverable, Mphasis - San Jose will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E) @dol.gov and District Director Lynda Sakseangvirat at (b) (6), (b) (7)(C) @dol.gov. OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address, Mphasis - San Jose will re-mail the check within fifteen (15) days of receiving an alternate or corrected address from OFCCP.

Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, in the event that the amount of uncashed checks exceeds ten percent (10%) of the original settlement fund total, Mphasis - San Jose will make a second distribution to all Eligible Class Members who cashed their first check. If the amount of uncashed checks is equal to or less than ten percent (10%) of the original settlement fund total, Mphasis - San Jose shall use the uncashed funds to provide training in equal employment opportunity to its personnel.

- iv. Employment. As Computer Systems Analyst or Apps & Systems Developer positions become available at Mphasis-San Jose, Mphasis - San Jose will consider for employment qualified Eligible Class Members who (1) are not currently employed by Mphasis at any establishment, (2) who have not previously been employed with Mphasis at any establishment, and (3) meet Mphasis - San Jose's job requirements.<sup>1</sup>

Written conditional offers will be extended to Eligible Class Members who meet the above requirements until 14 Eligible Class Members have successfully completed the selection process and are hired into open Computer System Analyst or Apps & Systems Developer positions at Mphasis - San Jose, or until the list of Eligible Class Members expressing an interest in employment as a Computer System Analyst or Apps & Systems Developer is exhausted, whichever occurs first.

Eligible Class Members will be allowed at least seven (7) days to accept an employment offer and fourteen (14) days to report for work after receiving a written job offer from Mphasis - San Jose. The Eligible Class Members hired into a Computer Systems Analyst or Apps & Systems Developer position pursuant to this Agreement will be paid the current wage rate for similarly-situated Computer Systems Analysts or Apps & Systems Developers and will be provided with the same benefits as other similarly-situated Computer Systems Analyst or Apps & Systems Developer employees.

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<sup>1</sup> The job requirements are (1) complete an updated employment application, (2) be age 18 or older, (3) meet qualifications that are required of the Computer Systems Analyst or Apps & Systems Developer position at Mphasis - San Jose, (4) pass a drug test and background investigation; (5) be eligible to work for Mphasis - San Jose in the United States; and (6) agree to accept work hours, wages, overtime, and shift requirements according to Mphasis - San Jose's needs and assignments.

D. NON-MONETARY REMEDIES. Mphasis - San Jose will ensure that all applicants are afforded equal employment opportunities. Mphasis - San Jose has ceased using any selection procedures, practices, and/or policies which negatively affected the hiring of white applicants for the Computer Systems Analyst position but Mphasis - San Jose agrees to implement the corrective actions detailed below.

1) Revised Hiring Process

- (a) Selection Procedures: Mphasis - San Jose agrees to review and revise, as appropriate, its hiring policies in compliance with Executive Order 11246, as amended, and its implementing regulations; and will provide mandatory training on the policies to supervisory, management and recruitment professionals involved in Mphasis - San Jose's recruitment and selection process for Computer Systems Analyst positions.
- (b) Review and Revisions, As Required: Mphasis - San Jose will review and revise, as necessary and in writing, the practices, policies and procedures it uses to select applicants for the Computer Systems Analyst position (hereinafter "Revised Hiring Process"). Specifically, Mphasis - San Jose will:
  - (i) create or revise, as necessary, the job description(s) and selection process for the Computer Systems Analyst positions which describe the essential functions; the minimum qualifications, including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, background checks, testing, or other selection procedures;
  - (ii) develop specific, job-related qualification standards for the Computer Systems Analyst position that reflect the duties, functions, and competencies of the position to minimize the potential for race/ethnic stereotyping or other unlawful discrimination;
  - (iii) ensure all policies and qualification standards are uniformly applied to all applicants for Computer Systems Analyst positions; and
  - (iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications, for the Computer Systems Analyst position.
- (c) Recordkeeping and Retention: Mphasis - San Jose will implement or update procedures, as necessary, to ensure that Computer Systems Analyst applicants are tracked, that selection decisions are documented at each step in the hiring process, and that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

- (d) Training: Within 120 days of the Effective Date of this Agreement, Mphasis - San Jose will train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Computer Systems Analyst position on any revisions to its hiring process for Computer Systems Analyst positions. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Mphasis - San Jose will meet with appropriate management and all individuals responsible for the Computer Systems Analyst selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that white applicants who benefit from the provisions of this Agreement are not retaliated against.
  
- (e) Monitoring: Mphasis - San Jose agrees to monitor selection rates at each step of its selection process for the Computer Systems Analyst position. If it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race, sex, or ethnic group, Mphasis - San Jose will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures at 41 C.F.R. Part 60-3. Mphasis - San Jose agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the Computer Systems Analyst position at Mphasis - San Jose. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

### **3. RECORD KEEPING VIOLATION**

- A. **STATEMENT OF VIOLATIONS.** Mphasis – San Jose failed to provide its Affirmative Action Programs (AAPs) and supporting documentation for Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) within 30 days of a request from OFCCP as required by 41 CFR §60-2, 41 CFR 60-741 and 41 CFR § 60-300.
  
- B. **OFCCP’S SPECIFIC FINDINGS.** Specifically, OFCCP alleges that Mphasis - San Jose did not develop or maintain AAPs during the review period. In addition, Mphasis - San Jose failed to collect and maintain personnel and employment records in accordance with the requirement of 41 CFR § 60-1.12(a), 41 CFR § 60-1.12(c) and 41 CFR § 60-3.

- C. REMEDY. Mphasis - San Jose will continue to develop and update its AAPs on an annual basis as required by 41 CFR § 60-2, 41 CFR § 60-741 and 41 CFR § 60-300 and will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR § 60-1.12(a), 41 CFR § 60-1.12(c) and 41 CFR § 60-3.

#### **4. AFFIRMATIVE ACTION VIOLATIONS**

##### **4.1 ESTABLISHMENT OF SEPARATE GOALS**

- A. STATEMENT OF VIOLATIONS. Mphasis – San Jose did not establish separate utilization goals for particular minority groups or for men or women of a particular minority group when establishing placement goals.
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, OFCCP alleges that for the period of January 1, 2014 through May 31, 2017, Mphasis - San Jose failed to establish goals for white applicants in the Computer Systems Analyst job group when there was a substantial disparity in their utilization as required by 41 CFR § 60-2.16.
- C. REMEDY. In the event of a substantial disparity in the utilization of a particular minority group or in the utilization of men or women of a particular minority group, Mphasis – San Jose will establish separate goals for such groups. The method used in establishing those goals will be the same that Mphasis - San Jose uses in determining availability for the rest of Mphasis – San Jose’s workforce pursuant to 41 CFR § 60-2.14 and 41 CFR § 60-2.15.

##### **4.2 IDENTIFICATION OF PROBLEM AREAS**

- A. STATEMENT OF VIOLATIONS. Mphasis – San Jose failed to perform in-depth analyses of its total employment process (selection, recruitment, referral, and other personnel procedures) to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b).
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, OFCCP alleges that for the period of January 1, 2014 through May 31, 2017, Mphasis - San Jose produced no evidence to support that it conducted in-depth analyses of selection procedures.
- C. REMEDY. Mphasis - San Jose will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b). At a minimum, Mphasis - San Jose will evaluate:
  - (i) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization;
  - (ii) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel procedures) to determine whether there are selection disparities;

- (iii) Compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities;
- (iv) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- (v) Any other areas that might impact the success of Mphasis – San Jose’s affirmative action program.

#### **4.3 ACTION-ORIENTED PROGRAMS**

- A. STATEMENT OF VIOLATIONS. Mphasis - San Jose failed to develop and execute action oriented programs designed to correct any identified problem areas and to attain established goals and objectives, as required by 41 C.F.R. §60-2.17(c).
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, OFCCP alleges that Mphasis - San Jose provided no evidence that it had made any good faith efforts to select white applicants for Computer System Analyst positions. . OFCCP also alleges that Mphasis - San Jose was unable to demonstrate that it had made good faith efforts to remove identified barriers, expand employment opportunities for qualified white Computer Systems Analyst applicants, and produce measureable results.
- C. REMEDY. Mphasis - San Jose will develop and execute action-oriented programs designed to correct any problem areas identified with regard to Computer System Analyst positions. Specifically, Mphasis - San Jose will make good faith efforts to remove identified barriers, to expand employment opportunities for qualified white applicants for Computer Systems Analyst positions, and produce measureable results.

#### **4.4 INTERNAL AUDIT AND REPORTING SYSTEM**

- A. STATEMENT OF VIOLATIONS. Mphasis - San Jose did not develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d).
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, during the period covering January 1, 2016 through May 31, 2017, OFCCP alleges that Mphasis - San Jose failed to identify the underutilization of whites in Computer Systems Analyst positions. Mphasis - San Jose’s internal audit and reporting procedures were insufficient to identify the underutilization of whites in the Computer Systems Analyst position.
- C. REMEDY. Mphasis - San Jose will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. At a minimum, Mphasis - San Jose will develop a system that:

- (i) Monitors records of all personnel activity including, referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- (ii) Requires internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; and
- (iii) Includes advising top management of program effectiveness and recommendations to improve unsatisfactory performance.

#### **4.5 MANDATORY JOB LISTING**

- A. STATEMENT OF VIOLATIONS. Mphasis – San Jose did not list all employment openings with the appropriate employment service delivery system, in violation of 41 CFR § 60-300.5(a)2-6.
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, during the period covering January 1, 2014 through May 31, 2017, OFCCP alleges that Mphasis - San Jose had 117 external job openings but that Mphasis – San Jose did not list all employment openings with the appropriate employment delivery system.
- C. REMEDY. Mphasis - San Jose will list all external employment openings as they occur with the appropriate employment service delivery system where the openings occur, in any manner and format permitted by the appropriate employment service delivery system which will allow the employment service delivery system to provide priority referral of veterans protected by VEVRAA for the job vacancies, as required by 41 CFR § 60-300.5(a)(2-6). With its initial listing, and as subsequently needed to update the information, Mphasis - San Jose will also advise the employment service delivery system that it is a federal contractor and that it desires priority referrals of protected veterans for job openings at all locations within the state. Mphasis – San Jose will also provide the employment service delivery system the name and location of each hiring location within the state and the contact information for the official responsible for hiring at each location, in accordance with 41 CFR § 60-300.5(a)(4). Should any of the information in the disclosures change since it was last reported to the employment service delivery system, Mphasis - San Jose will provide updated information simultaneously with its next job listing.

#### **4.6 EXTERNAL DISSEMINATION OF OUTREACH AND POSITIVE RECRUITMENT – VEVRAA**

- A. STATEMENT OF VIOLATIONS. Mphasis – San Jose did not undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR § 60-300.44(f).
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, during the period covering January 1, 2014 through May 31, 2017, OFCCP alleges that Mphasis - San Jose did not provide evidence of any outreach or positive recruitment activities designed to recruit protected veterans.

- C. REMEDY. Mphasis - San Jose will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR § 60-300.44(f)(2). Mphasis - San Jose will annually review its outreach and recruitment efforts to evaluate their effectiveness in identifying and recruiting qualified protected veterans and will document each evaluation in accordance with 41 CFR§ 60-300.44(f)(3). Mphasis - San Jose will also document all activities it undertakes to comply with this section and will retain these documents for a period of three (3) years, in accordance with 41 CFR § 60-300.44(f)(4).

#### **4.7 EXTERNAL DISSEMINATION OF OUTREACH AND POSITIVE RECRUITMENT – SECTION 503**

- A. STATEMENT OF VIOLATIONS. Mphasis – San Jose did not undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR § 60-741.44(f)(3).
- B. OFCCP’S SPECIFIC FINDINGS. Specifically, during the period covering January 1, 2014 through May 31, 2017, OFCCP alleges that Mphasis - San Jose did not provide evidence of any outreach or positive recruitment activities designed to recruit qualified individuals with disabilities.
- C. REMEDY. Mphasis - San Jose will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR§ 60-741.44(f)(3). Mphasis - San Jose will annually review its outreach and recruitment efforts to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities and will document each evaluation in accordance with 41 CFR § 60-741.44(f)(3). Mphasis - San Jose will also document all activities it undertakes to comply with this section and will retain these documents for a period of three (3) years, in accordance with 41 CFR § 60-741.44(f)(4).

#### **PART IV. REPORTS REQUIRED**

1. Mphasis - San Jose will submit the documents and reports described below to Lynda Sakseangvirat, District Director of OFCCP, 96 North Third Street, Suite 410, San Jose, CA 95112.

- A. Within sixty (60) days of the Effective Date of this Agreement Mphasis - San Jose will submit to OFCCP a copy of its revised hiring process, if any, as described in Part III.2.D.
- B. Within 120 days of the Effective Date of this Agreement, Mphasis - San Jose will submit to OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Computer Systems Analyst position have been trained on any revisions to the hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

Within the prescribed timeframes, Mphasis - San Jose will submit all documents and information referenced in Part III.2.C.1-4.

Mphasis - San Jose will also submit two (2) reports with the following reporting dates:

| <u>REPORT DUE DATE</u> | <u>PERIOD COVERED</u>                   |
|------------------------|---|
| April 1, 2021          | March 1, 2020 through February 28, 2021 |
| April 1, 2022          | March 1, 2021 through February 28, 2022 |

These reports will include the following information in each progress report:

- A. Documentation of monetary payments to all Eligible Class Members as specified in Part III.2.C.3. The documentation will include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the amount of the check, and the date the check cleared the bank. Mphasis - San Jose will provide OFCCP with an electronic register of all canceled checks upon request.
- B. Documentation of specific hiring activity for Eligible Class Members as specified in Part III.2.C.4 who were hired into a Computer Systems Analyst or Apps & Systems Developer position in accordance with this Agreement, including name, date of hire, and job title hired into.
- C. For those Eligible Class Members who were considered for employment into a Computer Systems Analyst or Apps & Systems Developer position but were not hired, Mphasis - San Jose will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member failed to meet basic qualifications for the job or declined a job offer).
- D. The total number of applicants and hires, and the breakdown by race, for the Computer Systems Analyst position at Mphasis – San Jose during the applicable reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Mphasis - San Jose by a staffing firm or employment agency.

- E. For the Computer Systems Analyst position, the results of Mphasis - San Jose's analysis as to whether its total selection process during the applicable reporting period has adverse impact, as defined in 41 C.F.R. § 60-3.4D, based on race. For purposes of the adverse impact analysis, Mphasis - San Jose will not include hires of Eligible Class Members pursuant to this Agreement and will combine the data for the current report with the data from any previous report to analyze at least a 12-month period.
- F. When the total selection process for the Computer Systems Analysis position has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Mphasis - San Jose's evaluation of the individual components of the selection process for adverse impact.
- G. The actions taken by Mphasis - San Jose upon determining that any component of the selection process for Computer System Analysis positions has an adverse impact based on race.
- H. Certification that the Affirmative Action Programs have been updated and are current for the relevant reporting period.
- I. Disclosure of any placement goals established in the EO 11246 AAP for the AAP year beginning January 1, 2020.
- J. Documentation that Mphasis - San Jose conducted an in-depth analysis of its total employment process.
- K. Documentation that Mphasis - San Jose has developed action-oriented programs designed to remove identified barriers and to expand employment opportunities for white applicants for Computer System Analyst positions. This documentation may include copies of letters, memos, records of phone calls to recruitment sources, community organizations, , the number of applicants referred from each linkage source, and final disposition of each referral for the period covered.
- L. Evidence that Mphasis - San Jose developed an internal auditing system to measure its total affirmative action program and communicate results to appropriate management, including:
  - 1) Documentation that program results have been communicated to all levels of management (such as e-mails, meeting minutes, etc.);
  - 2) Documentation (such as e-mails, meeting minutes, etc.) that top management has been advised of the program's effectiveness, any remedial actions identified, recommendations to improve program performance, and the results of any remedial actions or recommendations implemented.

- 3) Documentation showing that Mphasis - San Jose listed all job openings during the reporting period with an appropriate employment service delivery system where the openings occur.
- 4) Documentation of all outreach and positive recruitment activities reasonably designed to effectively recruit protected veterans Mphasis - San Jose during the reporting period.
- 5) Documentation of Mphasis - San Jose's assessment of the overall effectiveness of its outreach and positive recruitment efforts for veterans in accordance with 41 CFR 60-300.44(f)(3).
- 6) Documentation of all outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities during the reporting period.
- 7) Documentation of Mphasis - San Jose's assessment of the overall effectiveness of its outreach and positive recruitment efforts for qualified individuals with disabilities in accordance with 41 CFR 60-741.44(f)(3).

Mphasis - San Jose will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Mphasis.

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

3810F31B0FA54E1...  
Eric Winston  
Executive Vice President,  
General Counsel and Chief Ethics &  
Compliance Officer  
Mphasis Corporation

Date: April 21, 2020

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

Jane Suhr  
Regional Director  
OFCCP

Date: Apr 29, 2020

**ATTACHMENT B  
NOTICE TO AFFECTED CLASS**

*You may be eligible to receive money and a job offer because of a legal settlement between Mphasis Corporation in San Jose, California 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 Mphasis Corporation in San Jose, California (“Mphasis – San Jose”) that may benefit you. This settlement involves claims of discrimination in hiring and our records show that you may be one of the 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 a job with Mphasis at its facility located at 226 Airport Parkway, Suite 638, San Jose, California 95110.

**ARE YOU AFFECTED?**

If you are a white applicant who applied for and/or was qualified for a Computer Systems Analyst position at Mphasis – San Jose between 2015 and 2017, you may be 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 compliance review of Mphasis – San Jose’s hiring practices during the period of 2015-2017. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal government contractors. At the conclusion of its investigation, OFCCP issued a Notice of Violations alleging that Mphasis – San Jose discriminated against whites in hiring for Computer System Analyst positions.

Mphasis – San Jose denies these claims and there has not been any finding by a court that Mphasis - San Jose violated any laws or discriminated against you. Ultimately, although Mphasis San – Jose disagrees with OFCCP’s allegations, OFCCP and Mphasis – San Jose have agreed to resolve this matter through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle alleged violations.

As a result of OFCCP’s and Mphasis – San Jose’s agreement, Mphasis – San Jose will pay money to some rejected applicants who applied for Computer Systems Analyst or Apps & Systems Developer jobs during the during the relevant time frame. Mphasis – San Jose will also offer Computer System Analyst or Apps & Systems Developer positions to some of the rejected applicants if they are interested and qualified.

## WHAT DOES THIS MEAN FOR YOU?

Because you applied for but not hired for a position with Mphasis – San Jose during the relevant time frame, this settlement may provide you with some specific benefits:

- 1) **You may be eligible to receive a monetary payment of at least \$ 2,100.00** (before taxes). This payment represents an equal share of back wages that Mphasis – San Jose is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law such as federal, state, and/or local taxes, Social Security contributions, and payroll deductions. It may take up to 180 days from the date of this Notice before you receive any monetary payment.
- 2) As jobs become available, Mphasis – San Jose will be making job offers for Computer System Analyst or Apps & Systems Developer positions to some of the individuals receiving this Notice. You are not guaranteed to receive a job offer. If you are interested in a Computer Systems Analyst or Apps & Systems Developer job with Mphasis – San Jose, you must express your interest on the enclosed Claim Form.
- 3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

## WHAT IS YOUR NEXT STEP?

You should carefully read this Notice, the Claim Form, and the Release and any other information you receive from the Department of Labor or Mphasis – San Jose.

Please do not ignore these documents or throw them away.

It is very important that you fill out and return the Claim Form and Release by the deadline. Otherwise, you will miss out on an opportunity to receive money and an opportunity for a job with Mphasis – San Jose under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the enclosed Claim Form and Release by **[insert date]**. There are instructions on the Claim Form about how to return these documents.

**The Claim Form and Release must be postmarked by [insert date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**You must follow all of the instructions in this Notice and return all of the documents by the deadline of insert date to receive any money and any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money and any other benefits made available to you through the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Mphasis – San Jose at [**Mphasis – San Jose settlement administrator email**] or **(b) (6), (b) (7)(E)**, OFCCP Compliance Officer at **(b) (6), (b) (7)(E)**@dol.gov.

Enclosures  
Information Verification and Employment Interest Form

ATTACHMENT C

CLAIM FORM –Class Members

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND A JOB OFFER FROM THE SETTLEMENT BETWEEN OFCCP AND MPHASIS**

**DEADLINE TO RESPOND IS [date here](#)**

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job offer.

To receive an award (such as money and a job offer), you must complete and return this Claim Form **and** the Release of Claims by mail on or before [date here](#), to

**Settlement Administrator**

**Title**

**Address**

**Phone**

**XXXX**

If you do not submit a properly completed Claim Form and executed Release on or before [date here](#), then your claim will not be timely, **you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release by [date here](#).

**This Claim Form will be used only 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 to process your payment, and**
- (2) To allow you to express interest in a job offer as a result of the settlement.**

NOTE: This Claim Form 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.

**Step 1: Please provide the following contact information to process your payment (print**

and/or write legibly).

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**It is very important that you notify Mphasis at the address below if your address changes within the next 12 months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the below address:**

**Settlement Administrator**  
**Title**  
**Address**  
**Phone**  
**XXXX**

**Please provide your social security number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
*Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

- White**       **African American/Black**       **Hispanic**  
 **Asian/Pacific Islander**    **American Indian/Alaska Native**

**Step 2: Inform us if you are interested in a Computer Systems Analyst or Apps & Systems Developer position and if you have previously worked for or currently work for Mphasis (choose all that apply):**

- Yes, I am interested in a Computer Systems Analyst or Apps & Systems Developer position with Mphasis at its establishment located at 226 Airport Parkway, Suite 638, San Jose, California 95110. I understand that to be eligible for a job, I must (1) not be a current Mphasis employee; (2) not have previously been employed by Mphasis; (3) complete an updated employment application, (4) be age 18 or older, (5) meet qualifications that are required of the Computer Systems Analyst or Apps & Systems Developer position at Mphasis – San Jose, (6) pass a drug test and background investigation; (7) be eligible to

work for Mphasis – San Jose in the United States; and (8) agree to accept work hours, wages, overtime, and shift requirements according to Mphasis – San Jose’s needs and assignments.

- No, I am not interested in a Computer Systems Analyst or Apps & Systems Developer position with Mphasis at its establishment located at 226 Airport Parkway, Suite 638, San Jose, California 95110.
- I am currently employed by Mphasis in the position of \_\_\_\_\_ at its operations located at \_\_\_\_\_ (facility) in \_\_\_\_\_ (city/state).

**Step 3: Sign and return along with the signed Release**

I certify the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT D

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. This document states that in return for Mphasis Corporation (“Mphasis”) paying you money and giving you a potential job offer at Mphasis’s San Jose, California facility, you agree that you will not file any lawsuit against Mphasis for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Computer Systems Analyst position. It also says that Mphasis does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return the Claim Form and this Release by a certain date, you will not receive any money or a job offer as part of the settlement.

In consideration of the payment of at least \$ \_\_\_\_\_ (less deductions required by law) and a potential job offer for a Computer Systems Analyst or Apps & Systems Developer position at Mphasis’s facility in San Jose, California, which I agree is acceptable, I, \_\_\_\_\_, agree to the following:

#### I.

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

#### II.

I understand that Mphasis denies that it treated me unlawfully or unfairly in any way and that Mphasis 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 and potential job offer described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings all issues related to the compliance review initiated by OFCCP on October 27, 2015. I further agree that the monetary payment and potential job offer by Mphasis – San Jose to me is not to be construed as an admission of any liability by Mphasis.

#### 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 [settlement administrator] so that it is received **within 30 days of the date the envelope containing this release was postmarked**, I will not be entitled to receive any payment (less deductions required by law) and a potential job offer for a Computer Systems Analyst or Apps & Systems Developer position at Mphasis' San Jose, California, facility.

IN WITNESS WHEREOF, I have signed this document of my own free will on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature

ATTACHMENT A

2015 White Affected Class Members

Apps and Systems Developers

| Count | Date Applied               | Name | Race |
|-------|----------------------------|------|------|
| 1     | <b>(b) (6), (b) (7)(C)</b> |      |      |
| 2     |                            |      |      |
| 3     |                            |      |      |
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| 35    |                            |      |      |
| 36    |                            |      |      |
| 37    |                            |      |      |
| 38    |                            |      |      |

ATTACHMENT A

2015 White Affected Class Members

Apps and Systems Developers

| Count | Date Applied               | Name | Race |
|-------|----------------------------|------|------|
| 39    | <b>(b) (6), (b) (7)(C)</b> |      |      |
| 40    |                            |      |      |
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| 48    |                            |      |      |
| 49    |                            |      |      |
| 50    |                            |      |      |
| 51    |                            |      |      |