

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
CARLSON WAGONLIT TRAVEL, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Carlson Wagonlit Travel, Inc.'s establishment located at 4300 Wilson Boulevard, Suite 500, Arlington, Virginia 22203 ("CWT") on June 27, 2011 and found that CWT was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section 60-1. OFCCP notified CWT of the initial violations found and the corrective actions required in a Notice of Violations issued on August 22, 2013. 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 CWT enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for CWT'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 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 violations described in Part III if CWT violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. CWT agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CWT will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. CWT understands that nothing in this Agreement relieves CWT 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"), their implementing regulations, and other applicable equal employment laws.

4. CWT 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 Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after CWT submits the final report required in Part IV-1., below, unless OFCCP notifies CWT in writing prior to the expiration date that CWT has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines CWT has met all of its obligations under the Agreement.
10. If CWT violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that CWT violated any term of the Agreement while it was in effect, OFCCP will send CWT a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) CWT 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 CWT 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.** CWT 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.
11. This Agreement does not constitute an admission by CWT of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that CWT violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION BASED ON GENDER

- A. STATEMENT OF VIOLATION:** OFCCP determined that since at least August 17, 2009, CWT has discriminated against a Female Project Manager, Employee No. (b) (7) (c), in compensation in violation of 41 C.F.R. 60-1.4(a)(1) and 41 C.F.R. 60-20.3(c).
- B. OFCCP'S SPECIFIC FINDINGS:** OFCCP conducted a comparative analysis for the Project Manager job title that compared the work duties, job performance, relevant experience, education, annual raises, time in company, and time in job for each Project Manager. OFCCP's analysis shows that since August 17, 2009 CWT has paid this female employee in the Project Manager job title significantly less per year than a male Project Manager with the same job, at the same location. OFCCP's analysis demonstrates that a disparity in compensation remained even when legitimate factors affecting pay were taken into account. The disparity was caused by differences in the setting of base pay and OFCCP was unable to identify any legitimate, non-discriminatory reason for the pay disparity between the female Project Manager and the similarly situated male Project Manager.
- C. REMEDY FOR INDIVIDUAL**
- 1) **Notice:** Within fifteen (15) calendar days of the Effective Date of this Agreement, CWT must notify Employee No. (b) (7) (c) of the terms of this Agreement by mailing by certified mail/return-receipt requested the Notice to Class Member (Attachment A, "Notice"), the Information Verification Form (Attachment C, "Information Form"), and a postage paid return envelope. CWT will notify OFCCP if the letter was returned as undeliverable within five (5) days after the response deadline. In addition, within ten (10) days after expiration of the response deadline set out in the Information Form, CWT will inform OFCCP if Employee No. (b) (7) (c) has not yet responded to the Notice and/or has not returned a signed Information Form. OFCCP will then attempt to obtain and provide an updated address to CWT within fifteen (15) days of receiving the information from CWT. CWT agrees to send by certified mail/return-receipt requested, a second Notice, Information Form, and postage paid return envelope to Employee No. UDXH068 at the updated address within five (5) days of receiving the updated address.

- 2) Eligibility: Employee No. (b) (7) (c) must sign and return the Information Form to CWT within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form to receive a monetary settlement. If Employee No. (b) (7) (c) receives, but does not return the Information Form to CWT within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form, she will no longer be entitled to a payment under this Agreement and CWT will have met this obligation.
- 3) Monetary Settlement (Back pay): CWT agrees to distribute \$40,000.00 (\$37,048.32 in back pay and \$2,951.68 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and Employee No. (b) (7) (c) share of FICA taxes), if CWT receives a signed Information Form. CWT will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail Employee No. (b) (7) (c) an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. The IRS forms will be mailed at the end of the year. CWT will disburse the monetary settlement within ninety (90) calendar days after the Effective Date of the Agreement.

Within seven (7) calendar days of CWT's receipt of a check to Employee No. (b) (7) (c) returned as undeliverable, CWT will notify OFCCP of this fact via e-mail to District Director Tom G. Wells at wells.tom@dol.gov and Assistant District Director Tanya R. Bennett at bennett.tanya@dol.gov. OFCCP will attempt to locate Employee No. (b) (7) (c) and if OFCCP obtains an alternate address, CWT will re-mail the check within fourteen (14) calendar days of receiving 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 and CWT will have met this obligation.

2. COMPENSATION DISCRIMINATION BASED ON GENDER

- A. STATEMENT OF VIOLATION: OFCCP determined that since at least August 17, 2009, CWT has discriminated against (b) (7) (c) female Senior Business Analysts, Employee Nos. (b) (7) (c) in compensation in violation of 41 C.F.R. 60-1.4(a)(1) and 41 C.F.R. 60-20.3(c).
- B. OFCCP'S SPECIFIC FINDINGS: OFCCP conducted a comparative analysis for the Senior Business Analyst job title that compared the work duties, job performance, relevant experience, education, annual raises, time in company, time in job, and geographic location for each Senior Business Analyst. OFCCP was unable to identify any legitimate, non-discriminatory reason for the pay disparities between the (b) (7) (c) female Senior Business Analysts and a similarly situated male Senior Business Analyst. After conducting this compensation analysis, OFCCP also reviewed documents and

compensation records provided by CWT and conducted interviews with CWT's staff and managerial employees, but OFCCP was still unable to identify a legitimate, non-discriminatory reason for the compensation disparities.

C. REMEDY FOR AFFECTED INDIVIDUALS

- 1) **Notice:** Within fifteen (15) calendar days of the Effective Date of this Agreement, CWT must notify Employee Nos. (b) (7) (c) of the terms of this Agreement by mailing by certified mail/return-receipt requested the Notice to Class Member (Attachment B, "Notice"), the Information Verification Form (Attachment C, "Information Form"), and a postage paid return envelope. CWT will notify OFCCP if any of the letters were returned as undeliverable within five (5) days after the response deadline. In addition, within ten (10) days after expiration of the response deadline set out in the Information Form, CWT will inform OFCCP if any of Employee Nos. (b) (7) (c) have not yet responded to the Notice and/or have not returned a signed Information Form. OFCCP will then attempt to obtain and provide an updated address to CWT within fifteen (15) days of receiving the information from CWT. CWT agrees to send by certified mail/return-receipt requested, a second Notice, Information Form, and postage paid return envelope to Employee Nos. (b) (7) (c) and/or (b) (7) (c) at the updated address within five (5) days of receiving the updated address.
- 2) **Eligibility:** Employee Nos. (b) (7) (c) must sign and return the Information Form to CWT within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form to receive a monetary settlement. If Employee Nos. (b) (7) (c) (b) (7) (c) receive, but do not return, the Information Form to CWT within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form, they will no longer be entitled to a payment under this Agreement and CWT will have met this obligation.
- 3) **Monetary Settlement (Back pay):** CWT agrees to distribute back pay and interest in the amounts specified below, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Class Members' share of FICA taxes), if CWT receives a signed Information Form. CWT will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail Employee Nos. (b) (7) (c) an IRS Form 1099 for the portion of the payment representing interest. The IRS forms will be mailed at the end of the year. CWT will disburse the monetary settlement within ninety (90) calendar days after the Effective Date of the Agreement.
 - To Employee No. (b) (7) (c) the amount of \$10,000.00 of which \$9,262.08 is back pay and interest of \$737.92.

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Within seven (7) calendar days of CWT's receipt of a check to any of Employee Nos. (b) (7) (c) returned as undeliverable, CWT will notify OFCCP of this fact via e-mail to District Director Tom G. Wells at wells.tom@dol.gov and Assistant District Director Tanya R. Bennett at bennett.tanya@dol.gov. OFCCP will attempt to locate Employee Nos. (b) (7) (c) and if OFCCP obtains an alternate address, CWT will re-mail the check(s) within fourteen (14) calendar days of receiving 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 and CWT will have met this obligation.

D. NON-MONETARY REMEDIES: CWT will ensure that all employees are afforded equal employment opportunities. CWT agrees to continue or to implement the corrective actions detailed below.

- 1) Eliminate Discriminatory Compensation Practices: CWT agrees to immediately cease using the compensation procedures which negatively affect the compensation of females in the identified job titles.
- 2) Evaluation, Creation and Monitoring of Compensation Policies and Practices: CWT will evaluate its current compensation practices and identify and eliminate any non-legitimate factors or practices that contribute to any disparities found in annual wages that disfavor females. CWT will create a written compensation policy that ensures that decisions affecting compensation are based solely on legitimate, non-discriminatory factors. CWT will monitor on a regular basis its compensation practices, including wage rates, job assignments, promotions and fringe benefits, and ensure that its Project Managers' compensation is based solely on legitimate, non-discriminatory factors. CWT shall investigate any complaint or information it receives regarding gender-based differences in compensation among its Project Managers, and rectify any such differences when warranted.

CWT must perform in-depth analyses of its compensation system to determine whether and where gender, race, or ethnicity-based disparities exist. CWT must design and implement an internal auditing and reporting system to measure the effectiveness of its total Affirmative Action Program, to include auditing and reporting of its compensation practices as they impact all employees, as required by

41 CFR 60-2.17(d)(1)-(4). CWT expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities. If CWT finds evidence that the criteria are not uniformly applied to all employees, it will create written guidance explaining the criteria and procedures for compensation and it will provide related training to all employees who make compensation decisions.

CWT will take actions to evaluate, create, and monitor compensation policies and practices that apply to its U.S. workforce and will take the following specific actions as it relates to the Arlington, Virginia facility:

- A) By October 1, 2014, CWT will perform an in-depth analysis of the total employment process to determine whether and where impediments to equal employment opportunity (EEO) exist. This includes reviewing job codes and job descriptions; reviewing organizational charts and job titles to ensure they reflect employees' actual duties and roles; and updating the HRIS where appropriate to ensure consistency across all 14 CWT U.S. locations. This work will be accomplished by a cross-functional human resources team that is representative of all CWT business units for all U.S. locations. CWT commits a total of \$125,000 to complete this process.
- B) By July 31, 2014, CWT will have developed, implemented and maintained documentation of the criteria to be used for each step of the compensation process for the Project Manager position.
- C) By September 15, 2014, CWT will examine average pay differences between males and females and minorities and non-minorities for statistical significance using a T-test ("compensation analysis"), doing so by grouping employees initially by job title. Significant differences, if any, will be investigated to determine what factors explain the differences. In addition, any differences deemed large in a practical sense, but not statistically significant because of small numbers of employees, will be investigated in a similar manner. This work will be conducted with the assistance of an outside vendor that specializes in compensation to analyze compensation practices to ensure that no gender, race or ethnicity-based pay disparities exist. A copy of CWT's baseline compensation analysis for the Arlington, Virginia facility will be submitted to OFCCP in the progress reports described below in Part IV-1.B.
- D) By November 15, 2014 and then annually thereafter, CWT will conduct a compensation analysis after the 2014 baseline compensation analysis is completed. This will be done to identify and correct pay disparities after the overhaul of CWT's compensation structure has been completed. A copy of CWT's annual compensation analysis for the Arlington, Virginia facility will be submitted to OFCCP in the progress reports described below in Part IV, B.

- E) By August 17, 2014, CWT will redesign and implement a revised internal auditing and reporting system to measure the total effectiveness of the Affirmative Action Program, to include auditing and reporting of compensation practices as they impact all employees. In particular, CWT will shift from conducting annual audits to quarterly audits to measure the effectiveness of its AAPs. In addition, this revised system will include holding quarterly meetings with senior managers to give them feedback on CWT's goals, results, and action plans. This will raise the visibility of CWT's AAPs and encourage managers' accountability.
 - F) Upon completion of the in-depth analysis of its total employment process, if the compensation analysis and/or other activities undertaken as specified above result in the identification of pay disparities, CWT will make the necessary adjustments to employees' compensation. At a minimum, CWT must adjust the compensation to include, but not be limited to, salary and merit increases, including annual salary increases, to each employee whose salary falls below the minimum salary range for the position. CWT commits to submit to OFCCP in its progress reports documentation showing pay adjustments identified by CWT's compensation analysis for the Arlington, Virginia facility that are made by job title, gender, race, and ethnicity, including the salary prior to the adjustment and the salary following the adjustment.
- 3) Training: CWT must train all individuals involved in any way in determining compensation for Project Managers and similar positions on all new and revised policies, procedures, and programs developed under Part III-2.D of this Agreement. At least annually while this Agreement is in effect, CWT must commit to provide training to all individuals who make compensation decisions. CWT must provide OFCCP documentation with regards to its expenses in connection with providing such training.

Specifically, CWT will take the following actions by the specified dates to train all appropriate personnel in its U.S. workforce.

- A) By August 31, 2014, CWT's Human Resources Solutions Group will provide training to all HRIS users (i.e., all human resources personnel) to ensure data inputs and extractions provide an accurate snapshot of the workforce.
- B) By October 1, 2014, CWT will provide equal employment opportunity training to all human resources personnel, managers, and supervisors who make compensation decisions. The training will be conducted by an external vendor that specializes in EEO and Affirmative Action consulting.
- C) By December 31, 2014, CWT will partner with OFCCP to conduct EEO and Affirmative Action compliance training for management personnel, with a focus on highlighting the importance of compliance, what to look for during an EEO compliance evaluation, and sharing best EEO practices.

PART IV. REPORTS REQUIRED

1. CWT must submit three (3) progress reports to include the documents and reports described below to: Tom G. Wells, District Director of OFCCP, Two Hopkins Plaza, Suite 600, Baltimore, Maryland 21201.
 - A. Within ninety (90) calendar days of the Effective Date of this Agreement, CWT must submit the first report of progress, including:
 - 1) Copies of the Notices to Class Members (Attachments A and B to this Agreement) sent to former Employee No. (b) (7) (c) as well as current Employee Nos. (b) (7) (c)
 - 2) Copies of the Information Verification Forms (Attachment C to this Agreement) returned by former Employee (b) (7) (c) as well as current Employee Nos. (b) (7) (c)
 - 3) Documentation of monetary payments to Employee No. (b) (7) (c) as well as Employee Nos. (b) (7) (c) as specified in Part III/Sections 1.C.3 and 2.C.3 above. The documentation must include the names of the class members who were paid, the number and the amount of the check and date the check cleared the bank. CWT must provide OFCCP with copies of all canceled checks upon request.
 - 4) A copy of the written Revised Compensation Policy described in Non-Monetary Remedies above.
 - B. Thereafter, CWT must submit progress reports, for the Arlington, Virginia facility, covering each of the two subsequent twelve-month periods this Agreement is in effect. The second progress report will be due thirteen (13) months after the Effective Date of this Agreement and must cover the twelve-month period beginning with the Effective Date. The third progress report must cover the successive twelve-month period, and must be submitted within thirty (30) calendar days after the close of that twelve-month period. CWT will submit the following documentation in each progress report, as appropriate, based on the timeframes identified above under Part III, Violation 2, D/Non-Monetary Remedies.
 - 1) The results of CWT's in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. This will include documentation showing the results of CWT's review of its job codes, job descriptions, organizational charts, and job titles, as well as updates to its HRIS system across CWT's fourteen (14) U.S. locations. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.

- 2) Documentation of the criteria to be used for each step of the compensation process for the Project Manager and Senior Business Analyst positions. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.
- 3) A copy of CWT's baseline and annual compensation analysis for the Arlington, Virginia facility and copies of other supporting documentation, including the variables used in the compensation analysis for the Arlington, Virginia facility.
- 4) Specific information on any pay disparities identified and corrected as a result of CWT's baseline and annual compensation analysis for the Arlington, Virginia facility. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.
- 5) A report on how CWT has redesigned and implemented its revised internal audit and reporting system to measure the effectiveness of its Affirmative Action Program (AAP), including compensation practices. This will include specific information and documentation on quarterly meetings held with senior managers. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.
- 6) Evidence of the training provided to all human resources personnel and HRIS users, including sign-in sheets and agendas from the meetings. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.
- 7) Evidence of the EEO training provided to all human resources personnel, managers, and supervisors who make compensation decisions, including sign-in sheets and agendas from the meetings. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.
- 8) Evidence of the diversity and compliance training for management personnel, including sign-in sheets and agendas from the meetings. CWT will also submit evidence that it spent the financial resources to which it committed to carry this out.

2. CWT 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.

This Conciliation Agreement will remain in full force and effect until sixty (60) days following CWT's submission of the third and final progress report, or until such time as OFCCP has deemed that CWT has met all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Carlson
Wagonlit Travel, Inc.

(b) (7) (c)

MATTHEW BEATTY
President, Military & Government Markets
Carlson Wagonlit Travel, Inc.

Date: August 4, 2014

(b) (7) (c)

MICHELE HODGE
Regional Director
OFCCP/Mid-Atlantic Region

Date: August 15, 2014

ATTACHMENT A

NOTICE TO CLASS MEMBER

Dear Ms. _____ :

Carlson Wagonlit Travel, Inc. ("CWT") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of CWT's facility at 4300 Wilson Boulevard, Suite 500, Arlington, Virginia 22203. OFCCP's analysis showed that since August 17, 2009, CWT has paid women in the Project Manager position significantly less per year than men with the same job at the same location. CWT has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that CWT violated any laws. OFCCP and CWT entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a Project Manager. Under the Agreement, you may be eligible to receive a payment (less deductions required by law). Under the terms of the Agreement it may take up to three (3) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Ms. Stephanie Maddox
Human Resources Director, Military & Government Markets
Carlson Wagonlit Travel, Inc.
4300 Wilson Boulevard, Suite 500
Arlington, VA 22203

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

If you have any questions you may call Stephanie Maddox at CWT at (703) 682-7225 or OFCCP Compliance Officer Nichole Wilder-Fenwick at (410) 962-6487. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO CWT WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Stephanie Maddox
Human Resources Director, Military & Government Markets

Enclosure: Information Verification Form

ATTACHMENT B

NOTICE TO CLASS MEMBER

Dear Ms. _____ :

Carlson Wagonlit Travel, Inc. ("CWT") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of CWT's facility at 4300 Wilson Boulevard, Suite 500, Arlington, Virginia 22203. OFCCP's analysis showed that since August 17, 2009, CWT has paid women in Senior Business Analyst positions significantly less per year than men with the same job at the same location. CWT has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that CWT violated any laws. OFCCP and CWT entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a Sr. Business Analyst. Under the Agreement, you may be eligible to receive a payment (less deductions required by law). Under the terms of the Agreement it may take up to three (3) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Ms. Stephanie Maddox
Human Resources Director, Military & Government Markets
Carlson Wagonlit Travel, Inc.
4300 Wilson Boulevard, Suite 500
Arlington, VA 22203

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

If you have any questions you may call Stephanie Maddox at CWT at (703) 682-7225 or OFCCP Compliance Officer [REDACTED] (Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO CWT WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Stephanie Maddox
Human Resources Director, Military & Government Markets

Enclosure: Information Verification Form

ATTACHMENT C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between CWT ("CONTRACTOR") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify CWT at the address below if your address or phone number changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your gender.

Male Female

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Ms. Stephanie Maddox
Human Resources Director, Military & Government Markets
Carlson Wagonlit Travel, Inc.
4300 Wilson Boulevard, Suite 500
Arlington, VA 22203

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

Signature

Date