

# CONCILIATION AGREEMENT

Between

U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

CONDUENT COMMERCIAL SOLUTIONS f/k/a CSG XEROX WORLD

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (hereinafter "OFCCP") evaluated the Conduent Commercial Solutions f/k/a CSG Xerox World (hereinafter "Conduent - Portland") facility located at 13333 SW 68<sup>th</sup> Parkway, Ste. 201, Portland Oregon 97223 and found that Conduent - Portland was allegedly 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 Conduent - Portland of the specified alleged violations found and the corrective actions required in a Notice of Violation issued on March 30, 2017. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Conduent - Portland enter this Conciliation Agreement ("Agreement") and its attachments, and agree to all the terms stated below.

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

1. In exchange for Conduent - Portland's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees to not 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 alleged violations described in Part III if Conduent - Portland violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Conduent - Portland agrees that OFCCP may review Conduent - Portland'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. Conduent - Portland will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Conduent - Portland understands that nothing in this Agreement relieves Conduent - Portland of its obligation to fully comply with the requirements of 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, as amended, 38 U.S.C § 4212 ("VEVRAA"), and their

- implementing regulations at 41 C.F.R. § Chapter 60, and other applicable equal employment laws.
4. Conduent - Portland 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 Conduent - Portland submits the final progress report required in Part IV (D) below, unless OFCCP notifies Conduent - Portland in writing prior to the expiration date that Conduent - Portland has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Conduent - Portland has met all of its obligations under the Agreement.
  10. If OFCCP believes that Conduent - Portland has violated this Agreement,
    - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
      - 1) If OFCCP believes that Conduent - Portland violated any term of the Agreement while it was in effect, OFCCP will send Conduent - Portland a written notice stating the violations and summarizing any supporting evidence.
      - 2) Conduent - Portland will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
      - 3) If Conduent - Portland is unable to demonstrate that it has not violated the Agreement, or if OFCCP finds 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. Conduent - Portland may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 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 Conduent - Portland of any violation of Executive Order 11246, as amended; Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Conduent - Portland violated any laws.
  12. 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**

#### **1. HIRING DISCRIMINATION – EO 11246**

OFCCP alleges, and Conduent - Portland expressly denies, the following:

- A. **STATEMENT OF VIOLATION.** OFCCP found that Conduent - Portland 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 Conduent - Portland's hiring process and selection procedures revealed that during the period of January 1, 2012 through December 31, 2012 ("review period"), Conduent - Portland discriminated against female, Asian, and black applicants in the Customer Care Assistant position for a large technology client ("Client A") and black applicants in the Customer Care Assistant position for a large travel industry client ("Client B").
- B. **SPECIFIC FINDINGS.** OFCCP's analysis of the applicant and hiring data found that Conduent - Portland's selection process for Client A and B Customer Care Assistant positions had an adverse impact on the hiring of the following:
  - Client A - female applicants: Conduent - Portland hired (b) (7)(E) female applicants out of a pool of (b) (7)(E) female applicants. The differences in selection rates are statistically significant at greater than (b) (7)(E) standard deviations with a shortfall of 60.
  - Client A - Asian applicants: Conduent-Portland hired (b) (7)(E) Asian applicants out of a pool of (b) (7)(E). The differences in selection rates are statistically significant at greater than (b) (7)(E) standard deviations with a shortfall of 14.
  - Client A - black applicants: Conduent-Portland hired (b) (7)(E) black applicants out of a pool of (b) (7)(E). The differences in selection rates are statistically significant at greater than (b) (7)(E) standard deviations with a shortfall of 34.

- Client B - black applicants: Conduent-Portland hired [REDACTED] black applicants out of a pool of [REDACTED]. The differences in selection rates are statistically significant at greater than [REDACTED] standard deviations with a shortfall of 30.

Conduent denies that it discriminated against any female, black, or Asian applicant who applied for a Client A or Client B Customer Care Assistant position and was not selected for employment. Conduent further denies that it failed to comply with the Executive Order and its implementing regulations.

### C. REMEDY FOR AFFECTED CLASS.

- 1) Notice. Within sixty (60) days of the effective date of this Agreement, Conduent - Portland must notify all female applicants in Attachment A, all Asian applicants in Attachment B and all black applicants in Attachments C and D (the "Class Members") of the terms of this Agreement by mailing the following by regular mail: a Notice (Attachment E), an Information Verification & Employment Interest Form (Attachment F), and a Release (Attachment G), and a postage-paid return envelope. Conduent - Portland will notify OFCCP of all letters returned as undeliverable within five (5) days after the response deadline. In addition, within fifteen (15) days after expiration of the response deadline set out in the Claim Form, Conduent - Portland will provide OFCCP with a list of 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 Conduent - Portland within fifteen (15) days of receiving the list from Conduent - Portland. Conduent - Portland agrees to send by regular 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.
- 2) Eligibility. All Class Members (listed on Attachments A, B, C and D) who sign and return completed Claim and Release Forms to Conduent - Portland within thirty (30) days of the postmarked date on the envelope containing the first or second Notice and Claim Form ("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 job offer pursuant to this Agreement. If an individual receives, but does not return the completed Claim Form and Release to Conduent - Portland within thirty (30) days of the postmarked date on the envelope containing the first or second Notice and Claim Form, he/she will no longer be entitled to a monetary payment, consideration for a job, or any other relief under this Agreement.

Within five (5) days after the response deadline set out in the Claim Form, Conduent - Portland will provide OFCCP with a list of the Class Members (individuals who returned the signed and completed Claim Form and Release by the deadline). Within fifteen (15) days after receiving the list, OFCCP will approve the final list of Class Members or discuss with Conduent - Portland any

issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals ("Eligible Class Members").

All Eligible Class Members are entitled to their equal share of the monetary settlement regardless of whether they are interested in employment with Conduent - Portland.

- 3) Monetary Settlement. In settlement of all claims for back pay and other monetary relief to the affected class, Conduent-Portland agrees to pay a total settlement of One Hundred Seventy-Five Thousand (\$175,000.00) to the Eligible Class Members identified on the final list, less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares to Eligible Class Members listed in Attachments A, B, C and D on the final approved list. Conduent - Portland will pay the Internal Revenue Service ("IRS") the employer's share of social security withholding and will mail to each Eligible Class Member an IRS W-2 Form. This IRS form will be made electronically available or mailed by the deadline imposed by applicable law. Conduent - Portland will disburse the monetary settlement within thirty (30) days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) days of Conduent - Portland's receipt of a check to an Eligible Class Member returned as undeliverable, Conduent - Portland will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(E), (b) (7)(C) at

(b) (7)(E), (b) (7)(C) @dol.gov and Brenda Terréault at (b) (7)(C) @dol.gov. OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains an alternate address, Conduent - Portland 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 8% of the original settlement fund total, Conduent - Portland 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 8% of the original settlement fund total, Conduent - Portland shall use the uncashed funds for training for management and to promote diversity and inclusion among the Conduent -Portland workforce.

- 4) Employment. As Client A or Client B<sup>1</sup> Customer Care Assistant positions become available, Conduent - Portland agrees that it will extend conditional job offers to Eligible Class Members who (1) timely return a completed Claim Form expressing interest in employment with Conduent - Portland as a Client A

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<sup>1</sup> Because Client B no longer exists as a Conduent-Portland client, the remedy of job offers will be limited to Client A Customer Care Assistant positions. All affected class members will be offered the opportunity to apply for Client A positions.

Customer Care Assistant, (2) timely return a signed Release, (3) are not currently employed by Conduent - Portland at any establishment, (4) have not previously been employed by Conduent at any establishment, and (5) meet Conduent - Portland's job requirements as well as those of Client A.<sup>2</sup> Eligible Class Members will be considered in the order that Conduent - Portland receives their Claim Forms. If Conduent - Portland receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application.

Written conditional job offers will be extended to Eligible Class Members who meet the above requirements until the following number of Eligible Class Members have successfully completed the selection process and are hired into Client A Customer Care Assistant positions at Conduent - Portland, or until the list of Eligible Class Members expressing an interest in employment in Client A Customer Care Assistant positions at the Conduent - Portland establishment is exhausted, whichever occurs first:

- a. Client A: 60 female Eligible Class Members;
- b. Client A: 14 Asian Eligible Class Members;
- c. Client A: 34 black Eligible Class Members; and
- d. Client B applicants to Client A positions: 30 black Eligible Class Members.

Eligible Class Members will be allowed up to seven (7) days to accept an employment offer and at least an additional fourteen (14) days to report for work after receiving a written job offer from Conduent - Portland. The Eligible Class Members hired into Client A Customer Care Assistant positions pursuant to this Agreement will be paid the current wage rate for Client A Customer Care Assistant positions and will be provided with the same benefits as other Client A Customer Care Assistant employees.

## **2. RECORD RETENTION – EO 11246**

- A. STATEMENT OF VIOLATION.** Conduent - Portland failed to collect and maintain personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and (e).

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<sup>2</sup> The job requirements are (1) complete an updated employment application; (2) be age 18 or over; (3) meet qualifications that are required for the Client A Customer Care Assistant positions; (4) pass a drug test and background investigation; (5) be eligible to work for Conduent-Portland in the United States; and (6) agree to accept wages, work hours, overtime, and shift requirements according to Conduent-Portland's needs and assignments.

- B. OFCCP'S SPECIFIC FINDINGS.** During the review period, OFCCP found that Conduent - Portland failed to submit all of the applications, interview notes and supporting documentation requested during the compliance evaluation.
- C. REMEDY.** Conduent - Portland will ensure all records are collected in accordance with the requirements of 41 C.F.R. § 60-1.12(a) (1) and (e). Specifically, Conduent - Portland will maintain records of all recruitment efforts, referrals, applications, interviews, job offers, salary offers, rejections and reasons for rejection of each person who applies for the Client A Customer Care Assistant position. In addition, Conduent - Portland will maintain all solicited resumes and/or applications, including information provided by applicants regarding gender, race and ethnicity, as appropriate. Conduent - Portland will maintain these records for a minimum of two years from the date of making the record or personnel action involved.

**3) FAILURE TO ANALYZE EMPLOYMENT PROCESS & IDENTIFICATION OF PROBLEM AREAS – EO 11246**

- A. STATEMENT OF VIOLATION.** Conduent - Portland failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b)(3).
- B. OFCCP'S SPECIFIC FINDINGS.** Conduent - Portland failed to produce evidence to support that it performed an in-depth analysis of its personnel activity data, which would have identified whether selection disparities against minority and/or female applicants for Client A's and Client B's Customer Care Assistant positions existed in its hiring practices. OFCCP's investigation of Conduent - Portland's personnel activity data revealed statistically-significant disparities in employment against female, Asian, and black applicants.
- C. REMEDY.** Conduent - Portland will perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist in Client A Customer Care Assistant positions. Conduent - Portland will evaluate:
- 1) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) for Client A Customer Care Assistant positions to determine whether there are selection disparities; and
  - 2) Client A Customer Care Assistant position selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women.

Conduent - Portland will update these analyses at least annually and incorporate them into future AAPs.

**4. FAILURE TO DEVELOP ACTION ORIENTED PROGRAMS – EO 11246**

- A. STATEMENT OF VIOLATION.** Conduent - Portland failed to develop and execute action-oriented programs designed to correct any problem areas identified with regard to Client A Customer Care Assistant positions and to attain established goals and objectives, as required by 41 C.F.R. § 60-2.17(c).
- B. OFCCP'S SPECIFIC FINDINGS.** As a result of Violation 3 above, Conduent - Portland failed to develop and execute action-oriented programs for Client A and Client B Customer Care Assistant positions.
- C. REMEDY.** Conduent - Portland will develop and execute action-oriented programs for Client A Customer Care Assistant positions. Conduent - Portland will demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities for qualified women and minorities in Client A Customer Care Assistant positions, and produce measurable results. Conduent-Portland will update these action-oriented programs annually and incorporate them into its future AAPs.

**5. FAILURE TO INCLUDE INTERNAL AUDIT AND REPORTING SYSTEMS – EO 11246**

- A. STATEMENT OF VIOLATION.** Conduent - Portland failed to implement internal audit and reporting systems to measure the effectiveness of its total affirmative action program as required by 41 C.F.R. § 60-2.17(d).
  - B. OFCCP'S SPECIFIC FINDINGS:** Specifically, Conduent - Portland failed to develop and execute an internal audit and reporting system to monitor records of its hiring practices for Client A and Client B Customer Care Assistant positions to ensure its nondiscriminatory policy was carried out.
  - C. REMEDY:** Conduent - Portland will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Conduent - Portland will:
    - 1) Monitor records of all personnel activity;
    - 2) Require internal reporting on progress towards equal employment opportunity and organizational objectives;
    - 3) Review report results with all levels of management;
    - 4) Advise senior management of program effectiveness and submit recommendations to improve unsatisfactory performance.
- 6. NON-MONETARY REMEDIES.** Conduent - Portland will ensure that all applicants are afforded equal employment opportunities. Conduent - Portland represents that it has ceased using any selection procedures, practices, and/or policies, which negatively affected the

hiring of female and minority applicants in the Client A and Client B Customer Care Assistant positions. Conduent - Portland agrees to implement the corrective actions detailed below:

**A. REVISED HIRING PROCESS**

- 1) Eliminate Any Discriminatory Selection Procedures: Conduent - Portland agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Conduent - Portland will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, for applicants of a particular race/gender/ethnicity unless Conduent - Portland properly validates the procedure pursuant to these regulations.
- 2) Review and Revisions, As Required: Conduent - Portland will review and revise, as necessary in writing, the practices, policies and procedures it uses to select applicants for Client A Customer Care Assistant positions (hereinafter "Revised Hiring Process"). Specifically, Conduent - Portland will:
  - a. Create or revise, as necessary, the job description and selection process for Client A Customer Care Assistant jobs 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;
  - b. Develop specific, job-related qualification standards for Client A Customer Care Assistant jobs that reflect the duties, functions, and competencies of these positions to minimize the potential for gender/race/ethnic stereotyping or other unlawful discrimination;
  - c. Ensure all policies and qualification standards are uniformly applied to all applicants for Client A Customer Care Assistant positions; and
  - d. List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications, for Client A Customer Care Assistant positions.
- 3) Recordkeeping and Retention: Conduent - Portland will update or implement procedures, as necessary, to ensure that Customer Care Assistant position applicants are tracked and 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)(1) and Part 60-3.
- 4) Training: Within ninety (90) days of the Effective Date of this Agreement, Conduent - Portland will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Client A Customer Care Assistant positions at Conduent - Portland on any revisions to its hiring process for Client A Customer

Care Assistant 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)(1) and Part 60 - 3. Conduent - Portland will meet with local management and all individuals responsible for the Client A Customer Care Assistant selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female and minority applicants who benefit from the provisions of this agreement are not retaliated against.

- 5) Monitoring: Conduent - Portland agrees to monitor selection rates at each step of its selection process for Client A Customer Care Assistant positions at Conduent - Portland. When it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, Conduent - Portland will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. Part 60-3. Conduent - Portland agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Client A Customer Care Assistant positions at Conduent - Portland. This includes the number of persons hired by gender and ethnicity/race, the number of applicants who applied by gender and ethnicity/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.

**PART IV. REPORTS REQUIRED**

Conduent - Portland must submit the semi-annual documents and reports described below, in accordance with the reporting dates and periods, to Brenda Terreault, Portland Area Office Director, 620 SW Main Street, Suite #411, Portland, Oregon 97205.

<u>REPORT DUE DATE</u>	<u>PERIOD COVERED</u>
Report 1: March 31, 2020	Effective date of Agreement through February 29, 2020
Report 2: March 31, 2021	March 1, 2020 through February 28, 2021
Report 3: March 31, 2022	March 1, 2021 through February 28, 2022

1. Conduent – Portland will submit its first report to include:
  - a) Documentation of monetary payments to all Eligible Class Members as specified in Part III, sections 1(C)(3), 2(C)(3), 3(C)(3) and 4(C)3. The documentation should include the name of the Eligible Class Member who was paid, the amount of the check, and the date the check cleared the bank. Conduent - Portland will provide OFCCP with an electronic register of all canceled checks upon request;
  - b) Documentation of specific hiring activity for Eligible Class Members who were hired into a Client A Customer Care Assistant position in accordance with this Agreement, including name, date of hire, job title hired into, and rate of pay; or the date that the Eligible Class Members declined a job offer;
  - c) For those Eligible Class Members who were considered for employment into a Client A Customer Care Assistant position, but were not hired, documentation of the date that the Eligible Class Member declined a job offer or the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).
  - d) Documentation of its revised hiring process, if any, as described in Part III, section 6 of this Agreement;
  - e) Documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, or tracking applicants for Client A Customer Care Assistant positions at Conduent - Portland were trained on any revisions to the hiring process, as described in Part III, section 6 of this Agreement. 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, the name and job title of each person who conducted the training, and the cost, if any, incurred to conduct the training.

Conduent - Portland will continue submitting the information above in progress reports until OFCCP determines that the actions in a) – e) regarding back pay and hires have been fully

implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

2. Conduent – Portland will submit its second and third progress reports to include:

Pursuant to the remedy for Violation 3:

- a) The total number of applicants and hires for Client A Customer Care Assistant position, with a breakdown by applicable race/ethnicity and gender of applicants and hires;
- b) For Client A Customer Care Assistant positions, the results of Conduent - Portland's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, based on race/ethnicity and gender;
- c) For Client A Customer Care Assistant positions where adverse impact has been identified, information on all qualifications used during the selection process and the stage at which Conduent - Portland used each qualification(s) as a screening device;
- d) For Client A Customer Care Assistant positions where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, an analysis of the individual components of the selection process that caused the adverse impact;
- e) The actions taken by Conduent - Portland, where action is appropriate, after determining that any component of the selection process has an adverse impact based on race/ethnicity and gender.

Pursuant to Violation 4:

Documentation that Conduent - Portland has developed and executed action-oriented programs for Client A Customer Care Assistant positions, in accordance with 41 C.F.R. 60-2.17(c).

Pursuant to Violation 5:

- a) Documentation that Conduent - Portland has developed and implemented an auditing system to measure the effectiveness of its total affirmative action program , in accordance with 41 CFR 60-2.17(d).

Conduent - Portland 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.

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**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Conduent - Portland.

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

Jeffrey Friedel  
EVP & Chief People Officer  
Conduent Commercial Solutions f/k/a CSG  
Conduent, Incorporated  
100 Campus Drive, Suite 200  
Florham Park, NJ 07932

DATE: 7/31/2019

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

(b) (7)(C), (b) (6)  
Compliance Officer  
Office of Federal Contract  
Compliance Programs  
Portland Area Office

DATE: 8/1/2019

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

Brenda Toffreault  
Area Office Director  
Office of Federal Contract  
Compliance Programs  
Portland Area Office

DATE: 8/1/2019

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

Leigh Jones  
District Director  
Office of Federal Contract  
Compliance Programs  
Seattle and Portland District

DATE: 8/1/2019

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

Jane Suh  
Regional Director  
Office of Federal Contract  
Compliance Programs  
San Francisco Regional Office

DATE: 8/1/2019

**ATTACHMENT E**  
**NOTICE TO AFFECTED CLASS**

**Attachment E**  
**Class Member Notice**

*You may be eligible to receive money and a job offer because of a legal settlement between Conduent Commercial Solutions in Portland, Oregon 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 Conduent Commercial Solutions f/k/a CSG Xerox World, in Portland, Oregon (hereinafter "Conduent - Portland"), 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 Conduent at its facility located at 13333 SW 68<sup>th</sup> Parkway, Suite 201, Portland, Oregon 97223.*

**ARE YOU AFFECTED?**

If you are a female, Asian, or black applicant who applied and was not hired for certain Customer Care Assistant positions at Conduent – Portland between January 1 – December 31, 2012, 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 review of Conduent – Portland's hiring practices during the period from January 1 – December 31, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply

to federal contractors. At the conclusion of its investigation, OFCCP issued a Notice of Violations alleging that Conduent - Portland discriminated against females, Asians, and blacks in hiring for Customer Care Assistant positions for specific client accounts.

Conduent - Portland denies those claims and there have not been any adjudicated findings that Conduent - Portland violated any laws or discriminated against you. Ultimately, although Conduent - Portland disagreed with OFCCP's findings, OFCCP and Conduent - Portland have agreed to resolve the issue 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 an alleged violation.

As a result of OFCCP's and Conduent - Portland's agreement, Conduent - Portland will pay money to some rejected applicants who applied for Client A and Client B Customer Care Assistant positions during the relevant time frame. Conduent - Portland will also offer Client A Customer Care Assistant positions to some of the Client A and Client B rejected applicants.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied and/or were considered for but not hired in one of these Customer Care Assistant positions 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 \$** [REDACTED] **(before taxes).** This payment represents an equal share of back wages and interest that Conduent - Portland 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) Conduent - Portland will be making job offers for Customer Care Assistant positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a Customer Care Assistant job with Conduent - Portland, please express your interest on the enclosed Claim Form. Those receiving this notice that are deemed eligible will be considered for a Customer Care Assistant position as such position becomes available after the claims process is complete. Job offers will be made in the order that Conduent - Portland receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a Customer Care Assistant job offer under this Agreement, you must 1) not be a current Conduent - Portland employee; 2) not have been previously employed by Conduent at any establishment; 3) complete an updated on-line application with Conduent - Portland; 4) meet qualifications that are required for the Client A Customer Care Assistant position; 5) pass a drug test and background investigation; 6) be eligible to work for Conduent - Portland in the United States; and 7) agree to accept work hours, wages, overtime, and shift requirements according to Conduent - Portland's needs and assignments.
- 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 as well as the Claim Form and the Release that are enclosed with the Notice as well as any other information you received from the Department of Labor or Conduent - Portland regarding this settlement.

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 Conduent - Portland 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 Claim Form and Release of Claims by **date here** to:

**Settlement Administrator**  
**OFCCP - Conduent - Portland-FWCS**  
**Title**  
**Address**  
**Phone**  
**XXXX**

**The Claim Form and Release must be postmarked by **date here****

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 actual date] to receive any money or any other benefits provided by the settlement. If you fail to return the required documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, a possible job offer, or any other relief provided to you by the settlement.**

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

If you have any questions, you may contact OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) (b) (7)(C) @dol.gov or Area Director Brenda Terreault (b) (7)(C) @dol.gov at OFCCP's Portland Area Office at (503) 326-5746 or via email.

ATTACHMENT F

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 CONDUENT

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 Conduent 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 Customer Care Assistant position and if you have previously worked for or currently work for Conduent (choose all that apply):**

- Yes, I am interested in a Customer Care Assistant position with Conduent at its establishment located at 13333 SW 68th Parkway in Portland, Oregon 97223. I understand that to be eligible for a job, I must 1) not be a current Conduent - Portland employee; 2) complete an updated on-line application with Conduent - Portland; 3) meet qualifications that are required for the Client A Customer Care Assistant position; 4) pass a drug test and background investigation; and 5) be eligible to work for Conduent – Portland in the United States.
- No, I am not interested in a Customer Care Assistant position with Conduent at its establishment located at 13333 SW 68th Parkway in Portland, Oregon 97223
- I am currently employed by Conduent 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 G

### 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 Conduent Commercial Solutions ("Conduent - Portland") paying you with money and a potential job offer at Conduent-Portland's Portland, Oregon facility, you agree that you will not file any lawsuit against Conduent - Portland for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Customer Care Assistant positions. It also says that Conduent - Portland 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 Customer Care Assistant position at Conduent - Portland's facility in Portland, Oregon, which I agree is acceptable, I agree to the following:

#### I.

I hereby waive, release and forever discharge Conduent - Portland, 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 Customer Care Assistant on the basis of my gender and/or ethnicity/race at any time through the effective date of this Release.

#### II.

I understand that Conduent - Portland denies that it treated me unlawfully or unfairly in any way and that Conduent - Portland 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 without further legal proceedings all issues related to OFCCP's compliance review of Conduent - Portland initiated on or about May 24, 2013. I further agree that the monetary payment and potential job offer by Conduent - Portland to me is not to be construed as an admission of any liability by Conduent - Portland.

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**, then I will not be entitled to receive any monetary payment (less deductions required by law) and a potential job offer for a Customer Care Assistant position at Conduent – Portland's Portland, Oregon facility.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

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

Attachment A - Conduent-Female Class Members-Client A

Number	Application Date	Last Name	First Name	Gender
1	<b>(b) (7) (C)</b>			Female
2				Female
3				Female
4				Female
5				Female
6				Female
7				Female
8				Female
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10				Female
11				Female
12				Female
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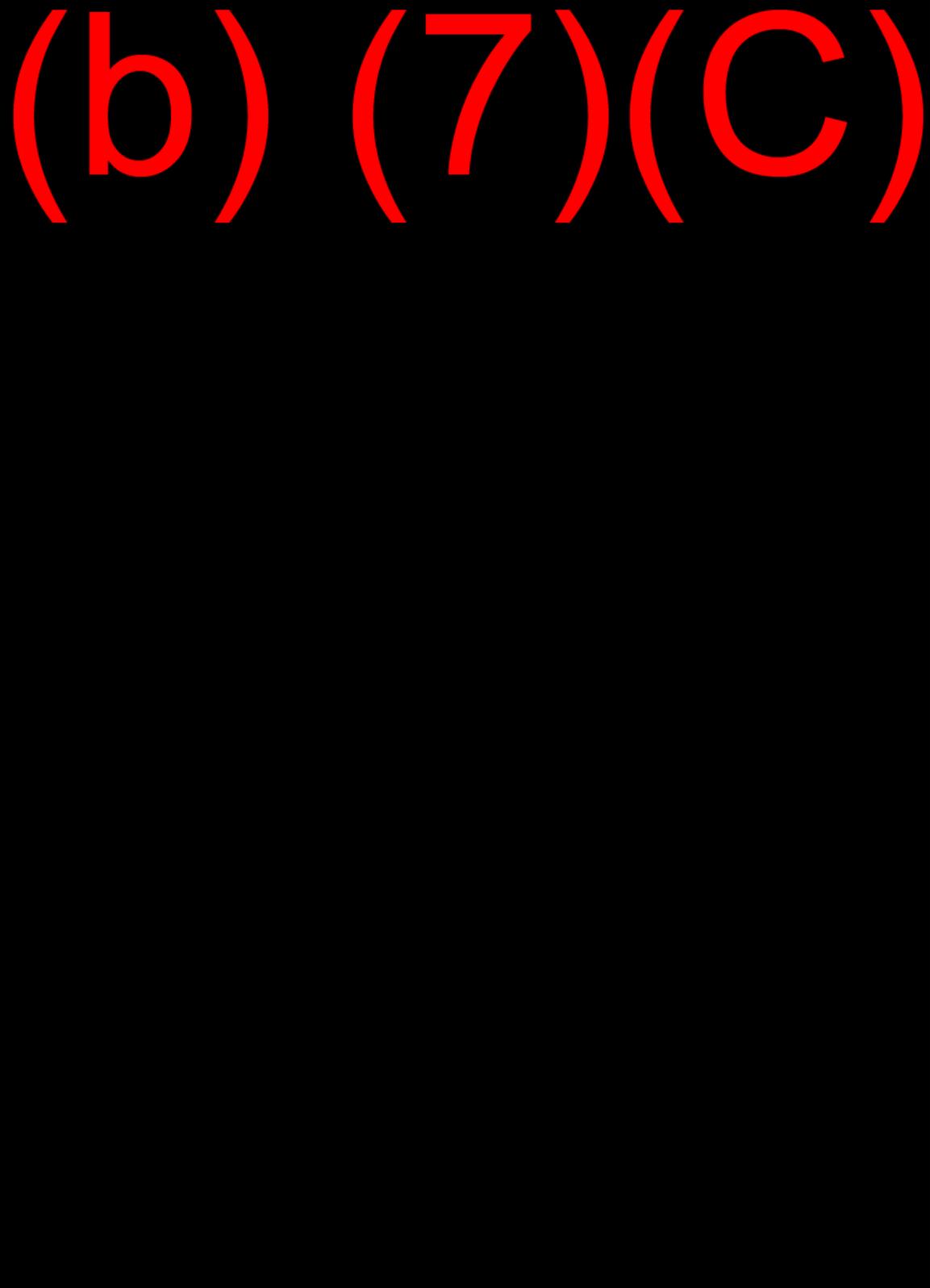
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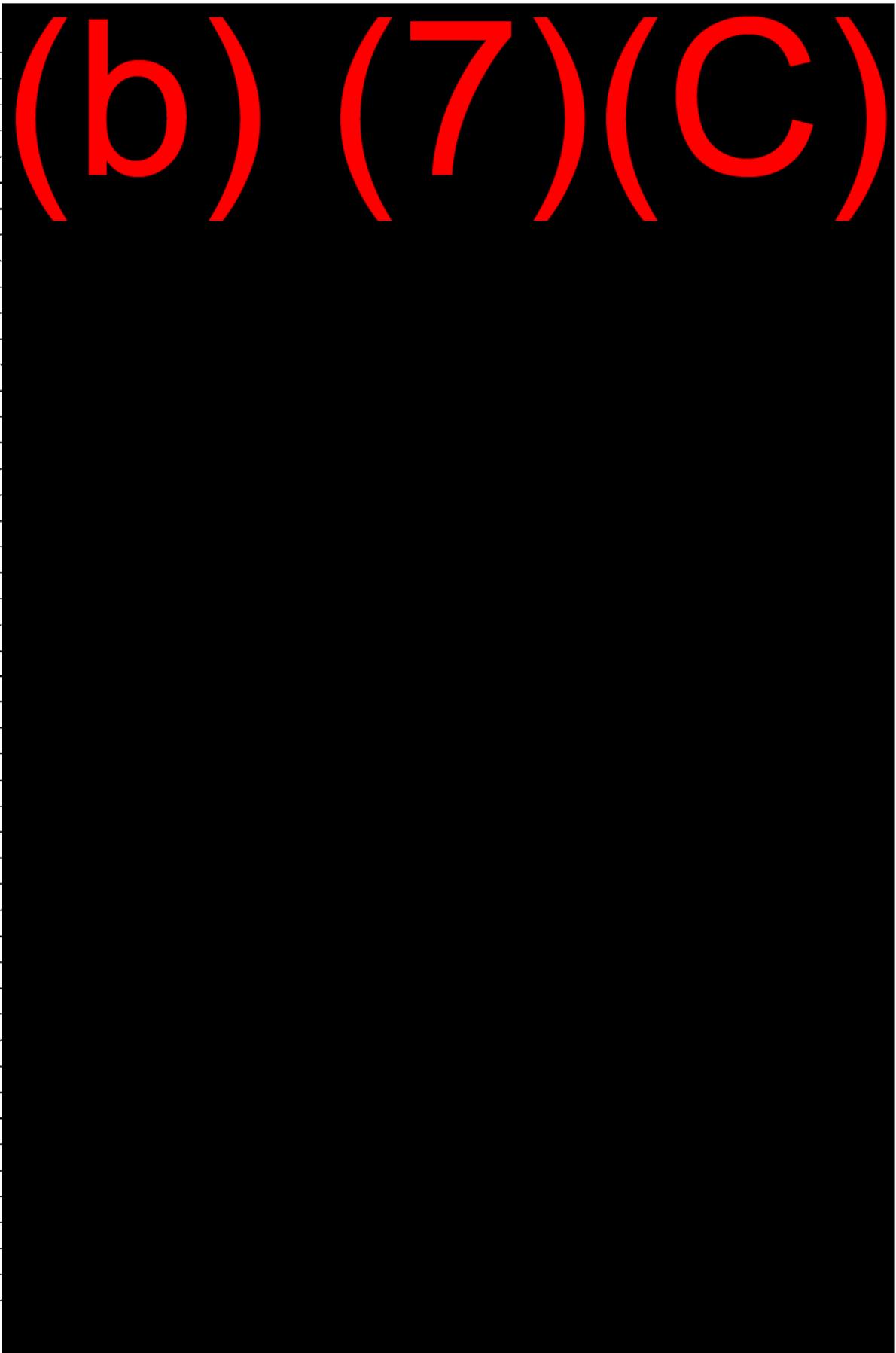
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Attachment B - Conduent-Asian Class Members-Client A

Number	Application Date	Last Name	First Name	Race
1				
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4				
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(b) (7) (C)

Attachment C - Conduent-Black Class Members-Client A

Number	Application Date	Last Name	First Name	Race
1	(b) (7) (C)			Black
2				Black
3				Black
4				Black
5				Black
6				Black
7				Black
8				Black
9				Black
10				Black
11				Black
12				Black
13				Black
14				Black
15				Black
16				Black
17				Black
18				Black
19				Black
20				Black
21				Black
22				Black
23				Black
24				Black
25				Black
26				Black
27				Black
28				Black
29				Black
30				Black
31				Black
32				Black
33				Black
34				Black
35				Black
36				Black
37				Black
38				Black
39				Black
40				Black

41	<b>(b) (7)(C)</b>	Black
42		Black
43		Black
44		Black
45		Black
46		Black
47		Black
48		Black
49		Black
50		Black
51		Black
52		Black
53		Black
54		Black
55		Black
56		Black
57		Black
58		Black
59		Black
60		Black
61		Black
62		Black
63		Black
64		Black
65		Black
66		Black
67		Black
68		Black
69		Black
70		Black
71		Black
72		Black
73		Black
74		Black
75		Black
76		Black
77		Black
78		Black
79		Black
80		Black
81		Black
82		Black
83		Black
84		Black

85	<b>(b) (7)(C)</b>	Black
86		Black
87		Black
88		Black
89		Black
90		Black
91		Black
92		Black
93		Black
94		Black
95		Black
96		Black
97		Black
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116	Black	
117	Black	
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119	Black	
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121	Black	
122	Black	
123	Black	
124	Black	
125	Black	
126	Black	
127	Black	
128	Black	

129	<b>(b) (7) (C)</b>	Black
130		Black
131		Black
132		Black
133		Black
134		Black
135		Black
136		Black
137		Black
138		Black
139		Black
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152		Black
153		Black
154		Black
155		Black
156		Black
157		Black
158		Black
159	Black	
160	Black	
161	Black	
162	Black	
163	Black	
164	Black	
165	Black	
166	Black	
167	Black	

Attachment D - Conduent-Black Class Members-Client B

Number	Application Date	Last Name	First Name	Race
1	(b) (7) (C)			Black
2				Black
3				Black
4				Black
5				Black
6				Black
7				Black
8				Black
9				Black
10				Black
11				Black
12				Black
13				Black
14				Black
15				Black
16				Black
17				Black
18				Black
19				Black
20				Black
21				Black
22				Black
23				Black
24				Black
25				Black
26				Black
27				Black
28				Black
29				Black
30				Black
31				Black
32				Black
33				Black
34				Black
35				Black
36				Black
37				Black
38				Black

39	<b>(b) (7)(C)</b>	Black
40		Black
41		Black
42		Black
43		Black
44		Black
45		Black
46		Black
47		Black
48		Black
49		Black
50		Black
51		Black
52		Black
53		Black
54		Black
55		Black
56		Black
57		Black
58		Black
59		Black
60		Black
61		Black
62		Black
63		Black
64		Black
65		Black
66		Black
67		Black
68		Black
69		Black
70		Black
71	Black	
72	Black	
73	Black	
74	Black	
75	Black	
76	Black	
77	Black	
78	Black	
79	Black	
80	Black	
81	Black	

82	<b>(b) (7)(C)</b>	Black
83		Black
84		Black
85		Black
86		Black
87		Black
88		Black
89		Black
90		Black
91		Black
92		Black
93		Black
94		Black
95		Black
96		Black
97		Black
98		Black
99		Black
100		Black
101		Black
102		Black
103		Black
104		Black
105		Black
106	Black	
107	Black	
108	Black	
109	Black	
110	Black	
111	Black	
112	Black	
113	Black	
114	Black	
115	Black	
116	Black	
117	Black	
118	Black	
119	Black	
120	Black	
121	Black	
122	Black	
123	Black	
124	Black	

125	<b>(b) (7)(C)</b>	Black
126		Black
127		Black
128		Black
129		Black
130		Black
131		Black
132		Black
133		Black
134		Black
135		Black
136		Black
137		Black
138		Black
139		Black
140		Black
141		Black
142		Black
143		Black
144		Black
145		Black
146		Black
147		Black
148		Black
149		Black
150		Black
151		Black
152		Black
153		Black
154		Black
155	Black	
156	Black	
157	Black	
158	Black	
159	Black	
160	Black	
161	Black	
162	Black	
163	Black	
164	Black	
165	Black	
166	Black	
167	Black	

168	<b>(b) (7)(C)</b>	Black
169		Black
170		Black