

**Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Dell Technologies, Inc.
1 Dell Way
Round Rock, Texas 78682**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the establishments of Dell Technologies, Inc. and its subsidiaries (“DELL”) at the following locations:

Massachusetts

10 Coslin Drive Southborough, MA 01772 (the Southborough Review)
171 South Street, Hopkinton, MA 01748
176 South Street, Hopkinton, MA 01748
228 South Street, Hopkinton, MA 01748
32 Coslin Street, Southborough, MA 01772
55 Constitution Blvd., Franklin, MA 02038

California

875 Howard Street, San Francisco, CA 94103

Tennessee

One Dell Parkway, Nashville, TN 37217

Oklahoma

3501 SW 15th Street, Oklahoma City, OK 73108

Texas

701 E Parmer Lane, Austin, TX 78753
501 Dell Way, Round Rock, TX 78682
2401 Greenlawn Blvd, Building 8, Round Rock, TX 78682
2300 Greenlawn Blvd, Round Rock, TX 78664
200 Dell Way, Round Rock, TX 78682
2401 Greenlawn Blvd, Building 7, Round Rock, TX 78682
2300 W. Plano Parkway, Building A, Plano, TX 75075
2300 Plano Parkway, Building E, Plano, TX 75075
1500 North Greenville Ave., Richardson, TX 75081

Utah

11747 South Lone Peak Parkway, Draper UT 84020

Washington
505 First Avenue S, Seattle, WA 98104 (“Reviewed Establishments”).

OFCCP found that DELL’s Southborough establishment was not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1 – 60-3. OFCCP also informed DELL that it has found other possible compliance issues at other establishments under review. DELL denies that it has violated the Executive Order and its implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1 – 60-3. In the interest of resolving the alleged violations without engaging in legal proceedings and as part of OFCCP’s Early Dispute Resolution Process as set forth in Directive 2019-02, and in exchange for sufficient and valuable consideration described in this document, OFCCP and DELL enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”) to resolve all contemplated or pending compliance evaluations identified in this Agreement. The parties agree to all the terms herein. The attachments to this Agreement are incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for DELL’s fulfillment of all obligations in the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on OFCCP’s preliminary findings or 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 potential violations described in Part III if DELL violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. DELL 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 as may be relevant to the matter under investigation and pertinent to DELL’s compliance with this Agreement. DELL will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required under this Agreement.
3. This Agreement does not constitute an admission by DELL of any violation of EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”) and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that DELL violated any laws.
4. DELL understands that nothing in this Agreement relieves DELL of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. DELL promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or

files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).

6. OFCCP and DELL (“the parties”) understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after DELL submits the final progress report required in Part VI below, unless OFCCP notifies DELL in writing prior to the expiration date that DELL has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines DELL has met all of its obligations under the Agreement.
11. If DELL violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that DELL violated any term of the Agreement while it was in effect, OFCCP will send DELL a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) DELL 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.
 - 3) If DELL is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a Show Cause Notice or proceeding through any other requirement for those establishments with an open review at the time of this agreement and seek a full make-whole remedy for victims.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. DELL 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.

12. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that DELL is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. 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 or DELL 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.
14. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIAL TERMS AND CONDITIONS

1. No Compliance Review for Five Years: OFCCP acknowledges that DELL will transition all of its AAPs to Functional Affirmative Action Plans that will include all DELL employees, including those covered by the establishments identified above. In exchange for the promises and consideration herein and pursuant to the terms of the ERP Directive, OFCCP agrees that none of DELL’s AAPs, including the newly formed FAAPs (once executed and approved) shall be subject to a compliance review for five years from the date of this Agreement (“Five-Year Exemption Period”).
2. Self-Monitoring/Auditing: As part of this Agreement, DELL agrees for its new FAAPs, to monitor base salary and bonus compensation for any indication of statistically significant disparities based on race/ethnicity or sex and will investigate and remedy any such inequity identified. DELL will provide OFCCP with annual reports during the term of the Agreement. If a FAAP is not executed before the first annual report is due, DELL shall monitor its existing AAPs.
3. OFCCP retains the right to conduct investigations of complaints of discrimination.
4. If DELL violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR 60-1.34 and the five-year scheduling exemption will be void.
5. This agreement will not relieve DELL from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date FAAP.

PART IV. ALLEGED VIOLATIONS AND REMEDIES

1. Alleged Discrimination in Compensation:

OFCCP found adverse compensation (base pay and total compensation) differences for 40 female employees in the Principal Software Engineer (“PSE”) position at DELL’s predecessor, EMC Corporation (“EMC”)¹ Southborough establishment on September 30, 2009.

OFCCP’s analysis found a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account. DELL denies that it paid female employees less than similarly situated males and denies that it violated any laws.

In April 2012, EMC voluntarily paid a total of \$1,544,183.00 to nineteen (19) Females, listed in Attachment B, Section 1, that were employed in the PSE position, as set forth below:

- a. Back Pay: On April 20, 2012, EMC remitted a total of \$882,617.00 in back pay to the nineteen (19) women listed in Attachment B, Section 1, who were employed in EMC on September 30, 2009.
- b. Salary Adjustment: On April 1, 2012, EMC adjusted the salaries of eighteen (18) women identified in Attachment B, Section 1, by increasing the salaries of these women, which collectively totaled \$661,566.00.

The remaining 21 female PSEs who were not previously paid in April 2012 will be paid from the monetary settlement and are referenced in Attachment B, part 1. DELL has entered into this Agreement to resolve the pending OFCCP compliance reviews and any newly noticed compliance reviews to be scheduled under its Corporate Scheduling Announcement List (CSAL). These establishments are identified in Attachment A. OFCCP ran a regression on the log of annualized salary, dividing the workforce of each facility employee group consisting of the combination of EEO-1 category and job function. Regression controls included time in job, time in company minus time in job, age at hire (as a proxy for previous experience), and job family for all establishments identified in Attachment A. For a few establishments, OFCCP was also provided performance/review ratings. These were used as controls where available. Based on unexplained statistically significant disparities, class members in various establishments were identified and are listed in Attachment B.

2. Financial Remedy:

- A. Notice: DELL shall notify Class Members of this settlement within 60 days of the Effective Date of this Agreement by mailing to each Class Member via first class mail

¹ In August 2016, DELL acquired EMC Corporation by merger.

a Notice Form explaining the settlement; a Claim Form; a Release of Claims for Make-Whole Relief under Executive Order 11246; and a self-addressed stamped envelope.

Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) shall be given 45 days from the post-marked date of the Notice to respond by returning the completed Claim Form and executed Release to [settlement administrator]. Any response received within 215 days of the Effective Date shall be considered to have been submitted timely.

Every two weeks, DELL will notify OFCCP of all letters returned as undeliverable. Within 110 days of the Effective Date of this Agreement, DELL shall provide OFCCP with a list of Class Members who did not timely and fully respond to the Notices. Within 30 days of receiving this list from DELL, OFCCP shall conduct a search to attempt to locate the Class Members whose letters were returned as undeliverable or who did not respond. For all Class Members that OFCCP locates, DELL shall send another Notice, Claim Form, Release, and self-addressed stamped envelope within 15 days of receiving the Class Member's address from OFCCP. Each such Class Member shall be given 45 days from the post-marked date of the Notice to respond by returning the completed Claim Form and executed Release to DELL's settlement administrator.

Within 230 days of the Effective Date of this Agreement, DELL shall provide to OFCCP a list of all Class Members who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to DELL. Within 245 days of the Effective Date of this Agreement, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with DELL to revise the list so that they can be approved by OFCCP. The approved list of Class Members shall constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Claim Form and executed Release within 215 days of the Effective Date of this Agreement, the Class member will no longer be entitled to any relief pursuant to this Agreement.

OFCCP and DELL agree that there shall be no further liability for back pay, interest, or any other relief under this Agreement to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a completed Claim Form and executed release within 215 days of the Effective Date of this Agreement.

- B. Eligibility: Each class member (listed on Attachment B) who signs and returns the Interest and Release forms to DELL by the deadline set forth above and in the notice documents ("Eligible Class Members") will be eligible for back pay. If an Eligible Class Member does not return the Interest and Release Forms to DELL within the prescribed deadline, they will no longer be entitled to any relief pursuant to this Agreement.
- C. Monetary Settlement: DELL agrees to distribute \$5,455,817.00 which is \$5,183,026.15 in back pay and \$272,790.85 in interest, less deductions required by law

on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and Class Members' share of FICA and FUTA taxes) to the employees on the Final Class Members List. Four hundred and fifty thousand dollars (\$450,000) of that amount will first be distributed to the PSE Eligible Class Members on the Final Class Member List in the Southborough review (21 individuals) who did not previously receive backpay and salary adjustments in 2012, and PSEs in Hopkinton 171, Hopkinton 176 and Hopkinton 228. The balance of five-million five-thousand eight-hundred and seventeen dollars (\$5,005,817) will be allocated and paid to the remaining Eligible Class Members on the Final Class Member List based on an agreed upon allocation associated with OFCCP's analysis of the applicable data. This amount is in addition to the \$1,504,192.00 EMC paid in April 2012, totaling \$7.0 million dollars for this Agreement. If more than 62% of Eligible Class Members fail to return the Interest and Release Form, DELL and OFCCP will work in good faith to determine how the unallocated funds will be used for Class Members (e.g., increase individual settlement amounts and/or re-allocate the funds for future pay adjustments). If less than 38% of Eligible Class Members fail to return the Interest and Release Form, then any unallocated funds will be evenly distributed among Class Members who have executed the Interest and Release form. DELL shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments.

By the date indicated in the Timeline, DELL will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable or uncashed. DELL will notify OFCCP of this fact via e-mail sent to the Northeast Regional Director. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise DELL of the address and DELL will re-mail the check to an alternate or corrected address. If a Class Member does not cash the check within 120 days after the initial date the check was mailed to the Eligible Class Members, then the check will be void.

With respect to any uncashed checks, DELL will deposit the monies with state offices of unclaimed funds, or with the equivalent agencies of where the check was processed, in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to DELL or any affiliate.

PART V. ENHANCED COMPLIANCE AGREEMENT

During the Five-Year Exemption Period, to proactively facilitate compliance with Executive Order 11246, as amended, DELL will take the steps described below to enhance its compliance with Executive Order 11246 in the compensation of women and minorities at all of its establishments operating in the United States.

1. DELL has committed to develop a Functional Affirmative Action Plan (FAAP) consistent with the Information Collection Request pertaining to the FAAP Program approved by the Office of Management and Budget on June 19, 2019 (OMB Control No. 1250-0006, ICR Reference No.: 201809-1250-004), which would revise DELL's current affirmative action programs to be based on business function or business unit rather than establishments. DELL shall have until December 31, 2019 to submit its FAAPS for approval and shall conduct neutrality analyses per below on the newly formed FAAPS once they are approved.
2. DELL will conduct neutrality analyses of compensation (base and total) for each of DELL's approved FAAPs in accordance with the requirements of 41 CFR 60-20.4 on at least an annual basis beginning 30 days after the FAAPS are approved. Pay will be studied at the FAAP and Unit Job Group. Similarly-situated comparisons should be based on DELL's pay structure and the factors relied upon to make pay decisions. DELL shall use key factors impacting pay such as the following variables: job family, job level, job code, time in job, time at the company, age at hire, location, FLSA status, gender and race. To the extent that jobs contain too few employees for meaningful comparisons, DELL will combine jobs into job groupings based on similar job duties or where more than one job has the same compensation market range.
3. If DELL finds statistically significant compensation disparities based on sex or race/ethnicity in any pay analysis group in a FAAP, DELL shall investigate the cause of the disparities and take appropriate action, such as providing salary adjustments. DELL shall make good faith efforts to eliminate any statistically significant pay disparities that are not explained by nondiscriminatory factors impacting or explaining pay. DELL will implement remedies to correct any statistically significant disparities in compensation and report to OFCCP on actions taken. As part of the on-going evaluation of compensation, DELL will submit annual reports with summary information and results to OFCCP, along with any remedial actions taken.
4. DELL will monitor base salary and bonus compensation for any indication of statistically-significant disparities based on sex and race and will investigate and remedy any such inequity that may be established that are not explained by nondiscriminatory factors impacting or explaining pay.
5. DELL and OFCCP will meet once a year to discuss DELL's progress in implementing the adopted recommendations, to discuss concerns, and to continue to chart a path toward a mutually-beneficial partnership. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate a maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement.
6. This Enhanced Compliance Agreement between DELL and OFCCP does not provide DELL with any grant of immunity or protection from its requirement to comply with Executive Order 11246.

7. This Enhanced Compliance Agreement between DELL and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
8. This Enhanced Compliance Agreement is between OFCCP and DELL (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor of DELL or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

PART VI. REPORTS REQUIRED

DELL must submit the documents and reports described below to the Northeast Regional Director.

DELL must submit a progress report covering each annual period this Agreement is in effect. The first progress report will be due one year after the Effective Date of this Agreement and must cover the 12 month period beginning with the Effective Date. Each subsequent report must cover the successive 12 month period, and must be submitted within 30 calendar days after the close of that 12 month period. DELL will submit the following in each progress report, as applicable:

1. Documentation of monetary payments to all Eligible Class Members made timely. The documentation must include the names of the Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. DELL must provide OFCCP with copies of all canceled checks upon request;
2. During the Five-Year Exemption Period, DELL shall submit documentation that it has updated its Functional Affirmative Action Program (60-2.11-2.17).
3. Annual reports as required under Part V, Enhanced Compliance Agreement.

PART VII. SIGNATURES

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

DATE: Sept. 27, 2019

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

SARAH E.W. MCGARRIE
Senior Counsel, Employment Law
Dell Technologies, Inc.

DATE: 9-27-2019

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

MELISSA L. SPEHR
Acting Deputy Director of Regional Operations
Office of Federal Contract Compliance Programs

DATE: 9/27/19

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

DIANA S. SEN
Northeast Regional Director
Office of Federal Contract Compliance Programs
201 Varick Street
New York, NY 10014

DATE: 9/27/2019

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

JANE SORIK
Pacific Regional Director
Office of Federal Contract Compliance Programs
90 7th Street
San Francisco, CA 94103

DATE: 9/27/2019

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

SAM MAIDEN
Southeast Regional Director
Office of Federal Contract Compliance Programs
611 Forsyth Street, S.W.
Atlanta, GA 30303

Attachments:

- A. List of DfIL facilities and locations
- B. Affected Employees
- C. Timeline
- D-1. Notice
- D-2. Interest Form
- D-3. Release Form

Attachment A: List of Facilities and Locations

FACILITY NAME	Address	CITY	STATE
EMC CORPORATION SYNCPLICITY	3495 DEER CREEK ROAD	PALO ALTO	CA
EMC CORPORATION PIVOTAL LAB	875 HOWARD ST 5TH FLOOR	SAN FRANCISCO	CA
EMC CORPORATION SANTA CLARA	2841 MISSION COLLEGE BOULEVARD	SANTA CLARA	CA
EMC CORPORATION	1117 PERIMETER CENTER WEST	ATLANTA	GA
EMC CORPORATION CHICAGO	4225 NAPERVILLE ROAD	LISLE	IL
EMC CORPORATION ARCHER	13200 METCALF AVE SUITE 300	OVERLAND PARK	KS
EMC CORPORATION	174 MIDDLESEX TURNPIKE	BEDFORD	MA
EMC CORPORATION BEDFORD RSA	176 MIDDLESEX TURNPIKE	BEDFORD	MA
EMC CORPORATION FRANKLIN	55 CONSTITUTION BLVD	FRANKLIN	MA
EMC CORPORATION HOPKINTON 42	42 SOUTH STREET	HOPKINTON	MA
EMC CORPORATION HOPKINTON 171	171 SOUTH STREET	HOPKINTON	MA
EMC CORPORATION	176 SOUTH STREET	HOPKINTON	MA
EMC CORPORATION HOPKINTON 228	228 SOUTH STREET	HOPKINTON	MA
EMC CORPORATION MARLBOROUGH	100 CAMPUS DRIVE	MARLBOROUGH	MA
EMC CORPORATION	95 WELLS AVENUE	NEWTON	MA
EMC CORPORATION	10 COSLIN DR	SOUTHBOROUGH	MA
EMC CORPORATION SOUTHBORO	32 COSLIN STREET	SOUTHBOROUGH	MA
EMC CORPORATION PENN PLAZA	TWO PENN PLAZA	NEW YORK	NY
DELL INC OKLAHOMA CITY	3501 SW 15TH ST	OKLAHOMA CITY	OK
DELL INC NASHVILLE	ONE DELL PARKWAY	NASHVILLE	TN
DELL INC PARMER SOUTH	701 E PARMER LN	AUSTIN	TX
EMC CORPORATION	14785 PRESTON ROAD	DALLAS	TX
DELL INC PLANO	2300 W PLANO PARKWAY, BUILDING A	PLANO	TX
DELL INC TX PLANO BLDG E	2300 W PLANO PARKWAY, BUILDING E	PLANO	TX
	1500 NORTH GREENVILLE AVENUE	RICHARDSON	TX

DELL INC ROUND ROCK 05 OPERATIONS	200 DELL WAY	ROUND ROCK	TX
DELL INC ROUND ROCK 03 SERVICES	2300 GREENLAWN BLVD	ROUND ROCK	TX
DELL INC ROUND ROCK 07 SOFTWARE	2401 GREENLAWN BLVD BLDG 7	ROUND ROCK	TX
DELL INC ROUND ROCK 08 CSES	2401 GREENLAWN BLVD BLDG 8	ROUND ROCK	TX
DELL INC ROUND ROCK 02 CLIENT SOL	501 DELL WAY	ROUND ROCK	TX
EMC CORPORATION	13197 SOUTH FRONTRUNNER BLVD	DRAPER	UT
EMC CORPORATION	11747 SOUTH LONE PEAK PARKWAY	DRAPER	UT
EMC CORPORATION	8444 WESTPARK DRIVE SUITE 900	MCLEAN	VA
EMC CORPORATION	505 FIRST AVENUE S	SEATTLE	WA
Dell Inc.	505 FIRST AVENUE S	SEATTLE	WA

ATTACHMENT B, Section 1

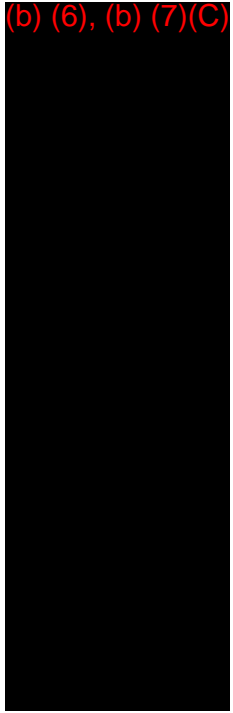
10 Coslin Street, Southborough, MA

19 Class Members Paid in 2012

Employee

ID

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

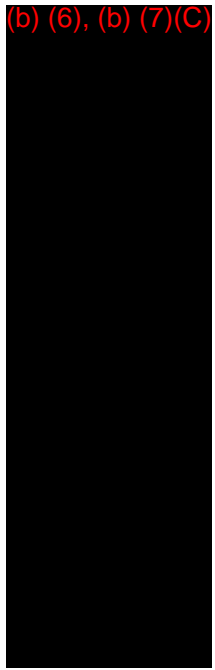


21 Class Members Not Paid

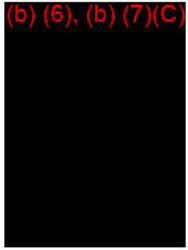
Employee

ID

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



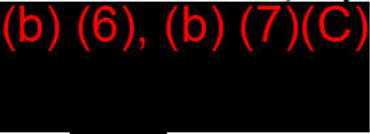
(b) (6), (b) (7)(C)



ATTACHMENT B – CLASS MEMBER LIST

171 South Street, Hopkinton, MA

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

[Redacted text block]

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

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176 South Street, Hopkinton, MA

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

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

Attachment C- Timeline

ACTIVITY	DATE
DELL Mails Notice Documents (First Mailing)	November 26, 2019
DELL submits its FAAP application	December 31, 2019
DELL's Final Notification to OFCCP of Undeliverable Mailings	January 15, 2020
OFCCP Provides Updated Contact Information to DELL	February 14, 2020
DELL Mails Notice Documents (Second Mailing)	March 1, 2020
Final Deadline for Affected Employees to Reply	April 29, 2020
DELL Provides List of its Determination of Class members	May 14, 2020
OFCCP Reviews and Approves Final List and Distribution Amounts	May 29, 2020
DELL Mails Back pay Checks	July 31, 2020
DELL Notifies OFCCP of Any Checks Returned as Undeliverable	August 30, 2020
OFCCP Provides Updated Addresses	September 15, 2020
DELL Mails Back Pay Checks to New Addresses	October 1, 2020

ACTIVITY	DATE
Progress Reports – Year 1 – on self-analyses and compensation corrections	October 1, 2020
Progress Reports – Year 2 – on self-analyses and compensation corrections	October 1, 2021
Progress Reports – Year 3 – on self-analyses and compensation corrections	October 1, 2022
Progress Reports – Year 4 – on self-analyses and compensation corrections	October 1, 2023
Progress Reports – Year 5 – on self-analyses and compensation corrections	October 1, 2024

**ATTACHMENT D-1
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Dell Technologies, Inc. (“DELL”) 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 compliance reviews of DELL’s facilities. DELL has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that DELL violated any laws. OFCCP and DELL 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 at DELL during the time period. Under the Agreement, you are eligible to receive a distribution of at least \$ _____ less deductions required by law. Under the terms of this Agreement it may take up to ten 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 45 days from the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

[NAME]
[POSITION]
Dell Technologies, Inc.
[ADDRESS]

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

If you have any questions you may call [NAME] at DELL at [PHONE NUMBER], or visit OFCCP’s website at www.dol.gov/ofccp/cml or contact OFCCP’s Northeast Region at 646-264-3170. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO DELL WITHIN 45 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[NAME]
Enclosures
Information Verification Form
Release of Claims Under Executive Order 11246

ATTACHMENT D-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Dell Technologies, Inc. (“DELL”) 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 DELL at the address below if your address or phone number changes within the next twelve months.

For purposes of this settlement, it is necessary to verify your GENDER and/or RACE:
Caucasian [] African American [] Hispanic [] Asian [] Native American []
Male [] Female []

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 45 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[DELL CONTACT NAME]
[POSITION]
Dell Technologies, Inc.
[ADDRESS]

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

Signature

Date

Attachment D-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Dell Technologies, Inc. ("DELL") paying you money, you agree that you will not file any lawsuit against DELL for allegedly violating Executive Order 11246 in its compensation practices. It also says that DELL does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to DELL's compensation practices during my employment with DELL through the Effective Date of this Release. I hereby release DELL, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief that could be obtained through any action based on or involving DELL's compensation practices through the effective date of this Release. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that DELL denies that it treated me unlawfully or unfairly in any way and that DELL entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP between May 2010 and September 2019. I further agree that the payment of the aforesaid sum by DELL to me is not to be construed as an admission of any liability by DELL.

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 DELL by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from DELL.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature