

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

HEWLETT PACKARD ENTERPRISE COMPANY,  
A SUCCESSOR IN INTEREST AND  
FORMERLY A SUBSIDIARY OF HEWLETT-PACKARD COMPANY

### **PART I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Hewlett-Packard Company’s (“HPC”) facility located at 355 Ledgelawn Drive, Conway, Arkansas 72034 (“Conway Site”), and found that HPC was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 CFR Sections 60-1, 60-2, and 60-3. OFCCP notified HPC of the specific violations found and the corrective actions required in a Notice of Violations (“NOV”) dated October 30, 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 Hewlett Packard Enterprise Company (“HPE”), a successor in interest to HPC and a former subsidiary of HPC, to which the Conway Site was assigned at the time HPC separated into HPE and HP, Inc., enter this Conciliation Agreement (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below. Upon successful conclusion of this Agreement, the above-referenced compliance review of the Conway site will be closed.

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

1. In exchange for HPE’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 HPE violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. HPE agrees that OFCCP may review HPE’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. Upon three days’ notice, HPE will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. HPE understands that nothing in this Agreement relieves HPE 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. HPE 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 CFR 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 Southwest and Rocky Mountain Region of OFCCP (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 HPE submits the final progress report required in Part IV below, unless OFCCP notifies HPE in writing prior to the expiration date that HPE has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines HPE has met all of its obligations under the Agreement.
10. If HPE violates this Conciliation Agreement,
  - A. The procedures set forth at 41 CFR 60-1.34 will govern:
    - 1) If OFCCP believes that HPE violated any term of the Agreement while it was in effect, OFCCP will send HPE a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) HPE will have 15 calendar 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 HPE 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. HPE 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 HPC or HPE of any violation of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or any other laws, nor has there been an adjudicated finding that HPC or HPE violated any laws.

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

1. **VIOLATION:** OFCCP found that HPC's hiring process was not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of HPC's hiring data revealed statistically significant disparities by race that negatively impacted minority applicants for the Inside Sales Representative – Outbound Graduate II and III<sup>1</sup> ("ISR") positions during the period of December 15, 2008 through August 31, 2010.

The analysis indicated adverse impact in hiring against 504 minority applicants, by race, with a combined shortfall of 33. OFCCP concludes that HPC's hiring practices resulted in discrimination against 504 minority applicants.<sup>3</sup>

**REMEDY:** HPE has agreed to cease using the HPC practices and/or policies negatively affecting minority applicants in the hiring process and HPE will take the following corrective actions:

HPE has provided evidence that, as of 2013, HPC revised its selection procedures. HPE has provided OFCCP with an outline of the revised selection procedures.

(a) **Notification:** Within 15 calendar days of the Effective Date of this Agreement, HPE shall notify the minority applicants shown on Attachment 1 ("Class Members") of the terms of this Agreement by mailing, by first class mail to each Class Member, the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. HPE will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the Effective Date, HPE will provide a list to

---

<sup>1</sup> HPE has since changed these titles to Inside Sales Representative I and II. Thus the remedies for Eligible Class Members will be applied to these revised job titles.

OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to HPE.

HPE agrees to mail, by first class mail, a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates or contacts. HPE will mail the information within 90 days of the Effective Date of the Agreement.

All Class Members who sign and return the Release and Interest Form to either HPE or OFCCP within 120 calendar days of the Effective Date of this Agreement (“Eligible Class Members”) will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Interest Form to HPE or OFCCP within 120 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 130 calendar days of the Effective Date of this Agreement, HPE will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 120 calendar days of the Effective Date, along with a copy of each executed Release and Interest Form it received. OFCCP will provide HPE with all original executed Release and Interest Forms it receives.

Within 140 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with HPE any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with HPE.

- (b) Employment: In order to be considered for employment, Eligible Class Members must meet the qualifications for that position and apply to an open position at the Plano, TX location via the requisition that will be provided to those Class Members that express interest in employment with HPE. All qualified Eligible Class Members that indicate interest in employment with HPE on the Information Verification and Employment Form (Attachment 3) and follow the directions provided on the Notice to Class Members (Attachment 2) for applying for a position will be considered for employment. HPE’s obligation to hire Eligible Class Members will terminate as soon as one of the following conditions occur: (1) 33 Eligible Class Members are hired into either the ISR I or II positions or a position with a higher starting pay; or (2) the list of qualified Eligible Class Members who follow the directions and apply for a position is exhausted. HPE must complete its hiring obligations under this section within 18 months of the Effective Date of this Agreement.



Eligible Class Members who receive a written job offer from HPE will be allowed at least two weeks to report to work after receiving the written job offer from HPE. The Eligible Class Members hired into Inside Sales Representative I and II positions will be provided the same compensation and benefits as other recent hires with equivalent credentials who were hired into the same position at the same location. Hires into both ISR positions shall be provided with the same benefits, opportunity to earn overtime, bonuses, and shift differentials as other ISR employees. In addition, all Eligible Class Members hired shall receive retroactive seniority to the date of their original application for purposes of vacation accrual rates.

- (c) Monetary Settlement: HPE agrees to the following monetary settlement amount under this Agreement totaling \$750,000.00. HPE shall deposit \$750,000.00 (which is comprised of back pay in the amount of \$643,500.00 and \$106,500.00 in interest on the back pay through the date of distribution). The payment shall be placed in a separate account or set aside from other use for Eligible Class Member on the back pay through the date of distribution. The payment shall be placed in a separate account or set aside from other use for the Eligible Class Members. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings. The back pay and interest amount, less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Class Members. HPE will pay to the Internal Revenue Service (IRS) the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form representing 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 mailed to the Eligible Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the Effective Date of this Agreement. HPE will disburse the monetary settlement within 170 calendar days of the Effective Date of this Agreement.

Within five business days of HPE's receipt of a check to an Eligible Class Member returned as undeliverable, HPE shall notify OFCCP of this fact via e-mail sent to Nicole Huggins at (b) (7) (c). OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address or verifies the current address, HPE will re-mail the check within 15 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 Eligible Class Member shall be void. With respect to the uncashed funds, HPE shall make a second distribution 300 days after the effective date to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of the uncashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, HPE shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.



2. VIOLATION: OFCCP found that HPC did not maintain and have available for inspection personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and Part 60-3. Specifically, during the period of September 24, 2008 through September 23, 2010, HPC did not preserve and make available to OFCCP complete and accurate employment records, including screening notes from recruiters and interview notes from hiring managers. In addition, OFCCP found that HPC did not identify the gender, race, and ethnicity for all applicants who applied through a career fair or employee referral. OFCCP found a total of 82 applicants in the recruiter database and recruiter paper documents whose gender, race and ethnicity were not identified.

REMEDY: HPE has established and implemented procedures to collect and maintain personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and Part 60-3.

3. VIOLATION: During the period of September 24, 2008, through September 23, 2010, HPC did not conduct an individual component analysis of its selection process after finding adverse impact against minorities in Job Group 401 (Sales) in its adverse impact analysis in accordance with the requirements of 41 CFR 60-2.17(b), 60-3.4 and 60-3.15. Additionally, HPC did not conduct adverse impact analyses on each racial and ethnic group which constituted at least two percent of the labor force in the relevant labor area or two percent of the applicable workforce.

REMEDY: HPE will conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring into Job Group 401 (Sales). These analyses will be done by job for each group constituting more than 2 percent of the labor force in the relevant labor area or 2 percent of the applicable workforce. If adverse impact is identified in the total selection process, HPE will evaluate each individual component of the total selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, HPE will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

#### **PART IV: REPORTS REQUIRED**

HPE will submit reports outlined in this agreement to OFCCP, and shall send each report described below to:

Denver District Director  
U.S. Department of Labor, OFCCP  
1244 Speer Blvd., Suite 540  
Denver, CO 80204  
(b) (7) (c) @dol.gov

1. HPE will also provide OFCCP with all documents and information referenced in paragraphs (a) and (c) of Remedy 1 within the prescribed timeframes. Such documents and information include, but are not necessarily limited to:
  - a. the name of the person who can provide information on the designated settlement funds within 25 calendar days of the Effective Date of this Agreement;
  - b. copies of envelopes returned as undeliverable within 30 calendar days of the Effective Date of this Agreement;
  - c. a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 60 calendar days of the Effective Date of this Agreement; and,
  - d. a list of Class Members who have returned a signed Interest Form and Release within 120 calendar days of the Effective Date of this Agreement.

In addition to the above reports, HPE will submit two (2) semi-annual progress reports. The first semi-annual progress report shall be due seven (7) months from the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date. The second report shall cover the successive six-month period, and shall be submitted within 30 calendar days after the close of that six-month period and shall provide information as specified below. If complete documentation is provided in a progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violation 1, HPE will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (b) and (d) of the Remedy for Violation 1. The documentation shall include the names of 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. HPE agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Class Members who were hired into ISR I and II positions in accordance with this Agreement, including name, date of offer, date of hire (if applicable), job title hired into and rate of pay.
3. If HPE does not hire 33 of the qualified Eligible Class Members who applied for employment under this Agreement, HPE will provide the reason for non-placement along with relevant available documentation (e.g., documentation that the Eligible Class Member: (1) did not submit an application, (2) did not meet the minimum qualifications of the position, (3) declined a job offer, (4) failed to submit to post-offer screenings, (5) failed post-offer screening requirements, (6) failed to attend new hire orientation, and/or (7) failed to appear for the first day of employment).

If HPE has not completed the hiring obligation in Remedy 1 (b), HPE will submit a third report covering numbers 2 & 3 above.

Pursuant to Violations 1 & 2, HPE will submit the following in each progress report:

1. The total number of applicants and hires for the Inside Sales Representative I and II positions at their current place of employment during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at HPE by a staffing firm or employment agency (excluding any Eligible Class Members);
2. For the Inside Sales Representative I and II positions, the breakdown by applicable race/ethnicity of applicants and hires at their current place of employment, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at HPE by a staffing firm or employment agency (excluding any Eligible Class Members);
3. For the Inside Sales Representative I and II positions at their current place of employment, the results of HPE's analysis as to whether its total selection process has statistically-significant adverse impact, as defined in 41 CFR 60-3.4D, on those members of race/ethnic groups set forth in 41 CFR 60-3.4 B. For this analysis, the Eligible Class Members hired per this agreement will not be included as applicants or hires.
4. For each case where the total selection process has statistically-significant adverse impact, as defined in 41 CFR 60-3.4D, the results of HPE's evaluation of the individual components of the selection process of each position for purposes of adverse impact; and
5. The actions taken by HPE upon determining that any component of the selection process for Inside Sales Representative I and II positions has statistically-significant adverse impact on members of protected groups set forth in subparagraph 2, above.

HPE will retain records pertinent to the violations cited in Part II above, and to the reports submitted under it, including data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

All dates and deadlines in this Agreement may be modified or extended by written agreement of the parties.

HPE agrees not to repeat the above violations.



**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hewlett Packard Enterprise Company, a successor in interest to Hewlett-Packard Company and formerly a subsidiary of Hewlett-Packard Company.

(b) (7) (c)

KIMBERLY SHAW  
Director, HR Compliance,  
its authorized agent,  
Hewlett Packard Enterprise Company

DATE: 9/16/16

(b) (7) (c)

MELISSA L. SPEER  
Regional Director  
Southwest and Rocky Mountain  
Region, OFCCP

DATE: 9-21-2016

**ATTACHMENT 1**  
**CLASS MEMBERS**

Count	Candidate Full Name	Race
1	<b>(b) (7) (c)</b>	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		

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



77	<b>(b) (7) (c)</b>	
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
101		
102		
103		
104		
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115		

116	<b>(b) (7) (c)</b>	
117		
118		
119		
120		
121		
122		
123		
124		
125		
126		
127		
128		
129		
130		
131		
132		
133		
134		
135		
136		
137		
138		
139		
140		
141		
142		
143		
144		
145		
146		
147		
148		
149		
150		
151		
152		
153		
154		

155	<b>(b) (7) (c)</b>	
156		
157		
158		
159		
160		
161		
162		
163		
164		
165		
166		
167		
168		
169		
170		
171		
172		
173		
174		
175		
176		
177		
178		
179		
180		
181		
182		
183		
184		
185		
186		
187		
188		
189		
190		
191		
192		
193		



194	<b>(b) (7) (c)</b>	
195		
196		
197		
198		
199		
200		
201		
202		
203		
204		
205		
206		
207		
208		
209		
210		
211		
212		
213		
214		
215		
216		
217		
218		
219		
220		
221		
222		
223		
224		
225		
226		
227		
228		
229		
230		
231		
232		

233	<b>(b) (7) (c)</b>	
234		
235		
236		
237		
238		
239		
240		
241		
242		
243		
244		
245		
246		
247		
248		
249		
250		
251		
252		
253		
254		
255		
256		
257		
258		
259		
260		
261		
262		
263		
264		
265		
266		
267		
268		
269		
270		
271		

272	<b>(b) (7) (c)</b>	
273		
274		
275		
276		
277		
278		
279		
280		
281		
282		
283		
284		
285		
286		
287		
288		
289		
290		
291		
292		
293		
294		
295		
296		
297		
298		
299		
300		
301		
302		
303		
304		
305		
306		
307		
308		
309		
310		



311	<b>(b) (7) (c)</b>	
312		
313		
314		
315		
316		
317		
318		
319		
320		
321		
322		
323		
324		
325		
326		
327		
328		
329		
330		
331		
332		
333		
334		
335		
336		
337		
338		
339		
340		
341		
342		
343		
344		
345		
346		
347		
348		
349		

350	<b>(b) (7) (c)</b>	
351		
352		
353		
354		
355		
356		
357		
358		
359		
360		
361		
362		
363		
364		
365		
366		
367		
368		
369		
370		
371		
372		
373		
374		
375		
376		
377		
378		
379		
380		
381		
382		
383		
384		
385		
386		
387		
388		

389	<b>(b) (7) (c)</b>	
390		
391		
392		
393		
394		
395		
396		
397		
398		
399		
400		
401		
402		
403		
404		
405		
406		
407		
408		
409		
410		
411		
412		
413		
414		
415		
416		
417		
418		
419		
420		
421		
422		
423		
424		
425		
426		
427		

428	<b>(b) (7) (c)</b>	
429		
430		
431		
432		
433		
434		
435		
436		
437		
438		
439		
440		
441		
442		
443		
444		
445		
446		
447		
448		
449		
450		
451		
452		
453		
454		
455		
456		
457		
458		
459		
460		
461		
462		
463		
464		
465		
466		

467	<b>(b) (7) (c)</b>	
468		
469		
470		
471		
472		
473		
474		
475		
476		
477		
478		
479		
480		
481		
482		
483		
484		
485		
486		
487		
488		
489		
490		
491		
492		
493		
494		
495		
496		
497		
498		
499		
500		
501		
502		
503		
504		



**ATTACHMENT 2  
NOTICE TO CLASS MEMBERS**

Dear [NAME]:

Hewlett Packard Enterprise Company ("HPE"), a successor in interest and former subsidiary of Hewlett-Packard Company ("HPC") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle the violations of Executive Order 11246 ("E.O. 11246") with regard to applicants for Inside Sales Representative – Outbound Graduate II and III positions at HPC during December 15, 2008 through August 31, 2010, that OFCCP found during a compliance review of HPC's Conway, Arkansas facility. These positions are currently titled Inside Sales Representative I and II, hereinafter "ISR" positions. HPC/HPE has not admitted to any violation of E.O. 11246 or any other law and there has not been any adjudicated finding that HP violated any laws. OFCCP and HPE entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an ISR job during that time period, but were not hired.

As part of this Agreement, you may be eligible to receive a distribution of at least \$ \_\_\_\_\_, less lawful payroll deductions. Under the terms of this Agreement it may take up to six (6) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign and return the enclosed Information Verification and Employment Interest Form and the Release of Claims Under Executive Order 11246. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than [120 calendar days from the Effective Date of the CA] for you to be entitled to participate in this settlement:

*Kimberly Shaw  
Director, HR Compliance  
Hewlett Packard Enterprise Company  
5555 Windward Parkway  
Alpharetta, GA 30004*

Upon receipt of the above documents, a final determination will be made regarding your eligibility. You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and the signed Release.

In addition to the monetary distribution, HPE will be making job offers for ISR positions at its Plano, TX location, to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with HP, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for ISR positions in the order that HP receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of vacation accrual benefits. If you have any questions you may call Kimberly Shaw at Hewlett Packard Enterprise Company at 770-406-5847 or the OFCCP Denver District Director at 720-264-3200. Your call will be returned as soon as possible. You may also reach OFCCP toll-

free at: 1-855-680-0971, online at <http://www.dol.gov/ofccp/CML>, and by email at: OFCCP-SW-INFO@dol.gov.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS SHOWN ABOVE, ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

*Kimberly Shaw*

Enclosures

Information Verification and Employment Interest Form  
Release of Claims under Executive Order 11246



**ATTACHMENT 3  
INFORMATION VERIFICATION AND EMPLOYMENT INTEREST FORM**

**You must complete and return this form by \_\_\_\_\_ in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Hewlett Packard Enterprise Company (“HPE”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name:<sup>1</sup> \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

E-mail: \_\_\_\_\_

Notify HPE 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 race/ethnicity. Please identify your race/ethnicity by checking the appropriate box below:

White/Caucasian  <input type="checkbox"/>	Black/ African- American  <input type="checkbox"/>	Hispanic  <input type="checkbox"/>	Asian  <input type="checkbox"/>	American Indian/ Alaska Native <input type="checkbox"/>	Native Hawaiian/ Pacific Islander <input type="checkbox"/>
---	--	--	---------------------------------------	---	--

Please indicate below whether you are currently interested in a position as an Inside Sales Representative I or II (these positions were formerly titled Inside Sales Representative – Outbound Graduate II or III)(hereinafter “ISR” positions) in Plano, TX. If you timely complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Please note these positions will be based in Plano, Texas and no relocation will be provided.

- Yes, I am still interested in employment with HPE in Plano, Texas as an ISR.
- No, I am not currently interested in employment with HPE as an ISR.

<sup>1</sup> [HPE will add a number corresponding to the Class Member Count located in Attachment 1.]

[Class Member Count Number]

If you select yes, you will be contacted by a HPE recruiter who will provide you more detail regarding the position and instructions on how to apply for the position.

**IF YOU FAIL TO COMPLETE AND RETURN THIS DOCUMENT TO THE ADDRESS BELOW ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

*Kimberly Shaw  
Director, HR Compliance  
Hewlett Packard Enterprise Company  
5555 Windward Parkway  
Alpharetta, GA 30004*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[Class Member Count Number]



**ATTACHMENT 4, 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 Hewlett Packard Enterprise Company ("HPE"), a successor in interest and former subsidiary of Hewlett-Packard Company ("HPC") paying you money, you agree that you will not file any lawsuit against HPE or HPC for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Inside Sales Representative – Outbound Graduate II and III positions (these positions are currently titled Inside Sales Representative I and II, hereinafter "ISR") positions. It also says that HPE/HPC 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 the payment of at least \$\_\_\_\_\_ (less deductions required by law) by HP to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

**I.**

I hereby waive, release and forever discharge HPE, 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 an ISR on the basis of my race/ethnicity at any time through the Effective Date of this Release.

**II.**

I understand that HPE and HPC deny that either treated me unlawfully or unfairly in any way and that HPE 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 7, 2013. I further agree that the payment of the aforesaid sum by HPE to me is not to be construed as an admission of any liability by HPE or HPC.

**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 HPE on or before [120 calendar days from the Effective Date of the CA], I will not be entitled to receive any payment (less deductions required by law) from HPE.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

[Class Member Count Number]