

CONCILIATION AGREEMENT  
Between  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
and  
SABRE INC.

PART I: GENERAL PROVISIONS:

1. This Conciliation Agreement (“Agreement”) is between the Office of Federal Contract Compliance Programs (“OFCCP”) and Sabre Inc. (“Sabre”).
2. The violation identified in this Agreement was found during a compliance evaluation of Sabre’s facility located at 3150 Sabre Drive, Southlake, Texas, which began on June 05, 2006, and was specified in a Notice of Violation issued on September 22, 2009. OFCCP alleges that Sabre has violated Executive Order 11246, as amended (“Executive Order”), and its implementing regulations at 41 CFR Chapters 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Sabre of any violation of the Executive Order and its implementing regulations.
4. The provisions of this Agreement will become part of Sabre’s written affirmative action program (“AAP”). Subject to the performance by Sabre of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of Sabre with all OFCCP programs will be deemed resolved. However, Sabre is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Sabre agrees that OFCCP may review 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 Sabre’s compliance. Sabre shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Sabre from the obligation to comply with the requirements of the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”) and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Sabre agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding under the Executive Order, Section 503, and/or VEVRAA.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Dallas District Director ("District Director"), unless the Regional Director of the Southwest and Rocky Mountain Region, OFCCP, or the Deputy Assistant Secretary indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Sabre has violated any portion of this Agreement during the term of this Agreement, Sabre will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Sabre with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that Sabre has violated this Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject Sabre to sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief.

## PART II: SPECIFIC PROVISION:

VIOLATION: OFCCP found that Sabre is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Sabre's compensation practices revealed that Sabre failed to apply its compensation policy in a consistent and uniform manner, resulting in disparate pay practices against female employees in the (b) (7)(C) job.

OFCCP found that (b) (7)(C) (W/F) and (b) (7)(C) (A/F) did not receive a signing bonus that the male employee received. Sabre could not provide a non-discriminatory reason to justify the disparities between these similarly-situated employees. Following OFCCP's evaluation of Sabre's December 31, 2005 compensation data, documents, a review of its compensation procedures, interviews with its HR, Compensation, and Legal representatives, OFCCP was unable to identify a legitimate non-discriminatory reason for the noted compensation disparity.

REMEDY: Sabre agrees to cease using the compensation practices and/or policies that caused the pay disparities that negatively impacted the aforementioned female employees. Additionally, Sabre agrees to implement "make whole actions" specifically, paying the two female employees listed above the signing bonus, plus interest, as determined and indicated in this Agreement and will take the following corrective action:

Sabre agrees to notify (b) (7)(C) and (b) (7)(C) within 15 calendar days of the effective

date of this Agreement (the effective date is the date of the District Director's signature), full disclosure of the terms of the Agreement (Attachment 1, "Notice"), and the Release of Claims Under Executive Order 11246 (Attachment 2, "Release"). This notification shall be made in person or by certified mail, return receipt requested. Sabre agrees to pay a total of \$7,136.58 (\$2,000 for the signing bonus and \$1,568.29 in interest for each) to (b) (7)(C) and (b) (7)(C) within 60 days of the effective date of this Agreement but no sooner than 45 days of the effective date.

Sabre agrees to review and revise its compensation practices to ensure compliance with 41 CFR 60-1.4(a)(1).

Sabre denies the allegation. By entering into this Agreement, Sabre has not admitted, nor has there been any adjudicated finding, that Sabre violated any laws. Sabre has entered into this Agreement to resolve the matter without further legal proceedings.

### PART III: REPORTING:

Sabre will submit three progress reports to OFCCP, and shall send each report as described below:

District Director  
U.S. DOL/OFCCP  
525 South Griffin St  
Dallas, Texas 75202

1. Pursuant to the Remedy outlined above, within 90 calendar days of the effective date of this Agreement, Sabre will submit to OFCCP a detailed description of and copies of documentation of monetary payments made as specified in the Remedy (e.g. personnel action forms, responses to the Notifications, and letters to employees).
2. Within 180 calendar days of the effective date of this Agreement, Sabre will provide training to all Compensation Officials and Hiring Supervisors pertaining to its obligations as a Federal Contractor in compliance with 60-1.4(a)(1). Sabre will submit to OFCCP within 180 calendar days a detailed description of the training provided, which will include the training agenda, date training provided, names of trainers and their company, and a list of the Sabre officials and supervisors who attended the training.
3. Within 365 calendar days, Sabre will submit to OFCCP a detailed description of the additional compensation analyses conducted pursuant to this Agreement and all corresponding corrective actions taken to ensure compliance with 60.1.4(a)(1). Specifically, Sabre will report to OFCCP the steps and the corrective actions taken upon analyzing its compensation practices relating to awarding signing bonuses to new employees from the effective date of this Agreement.

Sabre will retain records pertinent to the violation resolved by this Conciliation Agreement and to the reports submitted pursuant to it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

Sabre agrees not to repeat the above violation.

This Conciliation Agreement will expire 60 calendar days after receipt of the final progress report or on the date the District Director gives notice to Sabre that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Sabre in writing prior to the expiration of the 60-day period that Sabre has not satisfied its reporting requirements pursuant to this Agreement.

PART IV: SIGNATURES:

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

(b) (7) (c)

Paul Rostron  
EVP Human Resources

Date: 9/28/09

(b) (7) (e)

Compliance Officer  
Dallas District Office

Date: 10/1/09

(b) (7) (c)

Darrell V. Allen  
Assistant District Director  
Dallas District Office

Date: 10/1/2009

(b) (7) (c)

Lisa K. Kaiser  
District Director  
Dallas District Office

Date: 10/1/09

Attachment 1: Notice

Attachment 2: Release of Claims Under EO 11246