

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Pacific Regional Office
90 – Seventh Street, Suite 18-300
San Francisco, CA 94103



VIA CERTIFIED MAIL #7011 1570 0002 9302 8596

April 30, 2015

John Dietrich
VP of Care
Comcast of Puget Sound, Inc.
900 132nd Street SW
Everett, WA 98204

Dear Mr. Dietrich:

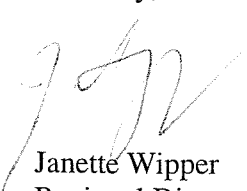
The U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices of Comcast of Puget Sound, Inc. in Everett, Washington (Comcast).

On August 1, 2011, based on violations found during the evaluation, OFCCP issued your company a Notice to Show Cause. Based on this Notice, Comcast had 30 calendar days to show why OFCCP should not initiate enforcement proceedings pursuant to Sections 208 and 209(a) of Executive Order 11246.

However, on April 3, 2015, Comcast and OFCCP reached a Conciliation Agreement that addresses each of the violations cited in the Notice to Show Cause. Subject to the implementation of commitments detailed in the Conciliation Agreement dated April 30, 2015, OFCCP determined that no other apparent violations of the Agency's regulations exist. However, the Director of OFCCP may modify this determination within 45 calendar days of the signing of the Conciliation Agreement by the Regional Director. If OFCCP takes no action to modify the Conciliation Agreement within the timeframe provided, the agreement is deemed approved.

This determination does not preclude a future determination of noncompliance based on a finding that the commitments in the Conciliation Agreement are insufficient to achieve compliance.

Sincerely,


Janette Wipper
Regional Director
Pacific Region

Enclosure: Executed Conciliation Agreement and Attachments

cc: Marianne E. Airey, Director, HR Compliance (via email to marianne.airey@comcast.com)
William E. Doyle, Jr., Outside Counsel (via email to wdoyle@morganlewis.com)

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

COMCAST OF PUGET SOUND, INC.

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Comcast of Puget Sound, Inc.'s ("Comcast") facility located at 900 132nd Street SW, Everett, Washington and found that Comcast was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1 and 60-3. OFCCP issued a Notice of Violation on March 22, 2011 and a Show Cause Notice on August 1, 2011. 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 Comcast enter this contract ("Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Comcast'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 Comcast violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Comcast 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. Comcast will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Comcast understands that nothing in this Agreement relieves Comcast 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/or other applicable equal employment laws.

4. Comcast 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”) 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 Comcast submits the final progress report required in Part IV below unless OFCCP notifies Comcast, in writing, prior to the expiration date that Comcast has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Comcast has met all of its obligations under the Agreement.
10. If Comcast violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Comcast violated any term of the Agreement while it was in effect, OFCCP will send Comcast a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Comcast 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 Comcast 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. Comcast 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 Comcast of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Comcast violated any laws.
12. Nothing herein is intended to relieve Comcast from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this CA in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>), which became effective on March 24, 2014.”¹

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. PLACEMENT DISCRIMINATION (FEMALES)

- A. STATEMENT OF VIOLATION. OFCCP found that Comcast was 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), during the period of March 25, 2006 through September 24, 2007 (hereinafter, “Review Period”). OFCCP’s analysis of Comcast’s hiring process and selection procedures revealed that, during the Review Period, Comcast discriminated against female applicants for CAE-Repair/Troubleshooting Representative 3 (H.S.I.) positions (“CAE-3 Representative”). OFCCP found that there was a statistically significant disparity in the selection of CAE-3 Representatives based on gender.
- B. OFCCP’S SPECIFIC FINDINGS. OFCCP found that, during the Review Period, Comcast used a phone screen to steer female applicants into lower paying CAE-Repair/Troubleshooting Representative 2 (Video) positions (“CAE-2 Representative”). This steering resulted in a selections shortfall of (b) females and a disparity that was statistically significant at (b) (7) standard deviations.⁽⁷⁾ As a result of using this phone screen, Comcast failed to (F) provide equal employment opportunity to

¹ Inclusion of this item is required in all OFCCP Conciliation Agreements signed after the March 24, 2014 effective date of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614).

a class of^(b)₍₇₎ female applicants who applied for the CAE-3 Representative position during the Review Period and were steered into the lower paying CAE-2 Representative positions.

Comcast denies OFCCP's alleged violations and specific findings, but is resolving this matter to avoid the expense and distraction of continued proceedings.

C. REMEDY FOR AFFECTED CLASS

- 1) Notice. Within fifty (50) calendar days of the Effective Date of this Agreement, Comcast must notify the female class members listed in Attachment A of the terms of this Agreement by mailing, via certified mail, the following items:
 - (a) Notice to Affected Class (Attachment C, "Female Notice"),
 - (b) Information Verification form (Attachment E, "Female Verification"),
 - (c) Release of Claims under EO 11246 (Attachment G, "Female Release"),
 - (d) IRS W-4 form,
 - (e) IRS W-9 form, and
 - (f) a postage paid return envelope.

Comcast will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within fifteen (15) days after expiration of the response deadline set out in the Female Notice, Comcast will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Female Notice and/or have not returned signed and completed Female Verification, Female Release, IRS W-4, and IRS W-9 forms. OFCCP will obtain and provide updated addresses to Comcast within fifteen (15) days of receiving the list from Comcast. Comcast agrees to mail a second set of the items (a)-(f) listed above, by U.S. First Class mail, to each individual for whom an updated address was obtained by OFCCP within fifteen (15) days of receiving the updated address.

- 2) Eligibility. All members of the affected class (listed on Attachment A) who sign and return a Female Verification, Female Release, IRS W-4, and IRS W-9 form to Comcast within thirty (30) calendar days of the postmarked date on the envelope ("Eligible Female Class Members") will receive a share of the monetary settlement. If an individual receives, but does not sign and return a completed Female Verification, Female Release, IRS W-4, and/or IRS W-9 form to Comcast within thirty (30) calendar days of the postmarked date on the envelope, she will no longer be entitled to a payment under this Agreement.

Within fifteen (15) days after the response deadline set out in the first or second Female Notice Form, Comcast will provide OFCCP with a list of the Eligible Female Class Members (individuals who returned the Female Verification, Female Release, IRS W-4, and IRS W-9 forms by the deadline). Within five (5) calendar days after receiving the list, OFCCP will approve the final list of Eligible Female Class Members or discuss with Comcast any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement. Comcast agrees to distribute \$53,633.48 (\$48,605.12 in back pay and \$5,028.36 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Female Class Members' share of FICA taxes), in equal shares among all Eligible Female Class Members who signed and returned a Female Verification, Female Release, IRS W-4, and IRS W-9 forms. Comcast will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Female Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Comcast will disburse the monetary settlement within twenty-five (25) calendar days after OFCCP approves the final list of Eligible Female Class Members.

Within fifteen (15) calendar days of Comcast's receipt of a check to an Eligible Female Class Member returned as undeliverable, Comcast will notify OFCCP of this fact via e-mail to Compliance Officer^{(b) (7)(C)} [@dol.gov](mailto:). OFCCP will attempt to locate the Eligible Female Class Member and if OFCCP obtains an alternate address, Comcast will re-mail the check within fifteen (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 Female Class Member will be void. With respect to any uncashed funds, Comcast will make a second distribution to all Eligible Female Class Members who cashed their check. The uncashed funds will be distributed in equal shares to the participating Eligible Female Class Members within thirty (30) days of the checks becoming void.

- D. NON-MONETARY REMEDIES. Comcast will ensure that all applicants and employees are afforded equal employment opportunity. Comcast has provided evidence establishing that, in 2008, it revised its job titles and selection procedures for the positions that are the subject of this Agreement.² Comcast has provided OFCCP with an outline of its revised selection procedures and has also submitted documentation evidencing that recruiters, managers and HR personnel involved in the selection process for these positions were trained on the revised selection procedures. Comcast agrees to submit reports, as identified in PART IV of this agreement, to show that the violations identified in this agreement have been remedied by the revised procedures and training.

² The CAE-Repair/Troubleshooting Representative 2 (Video) "CAE-2 Representative" position and the CAE-Repair/Troubleshooting Representative 3 (H.S.I.) "CAE-3 Representative" position have been combined into one position known as the CE 1, Cust Exp Rep (Repair) position abbreviated as "CE1REPAIR" with a job code of "36004191." At the time of this Agreement, the CE 1, Cust Exp Rep (Repair) position had a starting pay rate of \$14.91/hour in the Everett and Lynnwood, Washington areas.

1) Revised Hiring Process

- (a) Recordkeeping and Retention: Comcast will implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Comcast will implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- (b) Monitoring: Comcast agrees to maintain records concerning impact, evaluate selection rates for CE 1, Cust Exp Rep (Repair) positions, and take appropriate action with regard to any revealed impact in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP) 41 C.F.R. Part 60-3. Comcast agrees to maintain and make available to OFCCP records concerning the impact of the selection process for CE 1, Cust Exp Rep (Repair) positions at the Everett, WA or Lynnwood, WA facilities; including, but not limited to, the number of persons hired by sex, the number of applicants who applied by sex, 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.

2) Other Corrective Actions

- (a) Wage Comparison Analysis: Within thirty (30) days of the Effective Date of this Agreement, Comcast agrees to conduct an analysis comparing the compensation of Eligible Female Class Members that are employed by Comcast at the time of the analysis and male employees hired for CAE-3 Representative positions during the Review Period. Comcast will first identify male employees who were hired into CAE3 positions and females hired into CAE2 positions during the Review Period who continue to work in Comcast's Everett, Washington or Lynnwood, Washington facilities. With regard to such employees, Comcast will then compare the average compensation of males versus the average compensation of females in the same job title. If, for such employees, females are paid on average less than males by more than 2% in any such title then Comcast will conduct an employee-specific review of those males and females by each pair-wise combination within the title.
- (b) Within sixty (60) days of the Effective Date of this Agreement, Comcast agrees to provide OFCCP with a summary of its Wage Compensation Analysis and its findings. This summary must include, at a minimum, a list of all employees hired during the Review Period that are still employed by Comcast at the Everett, Washington or Lynnwood, Washington facilities. For each employee on the list, Comcast will provide the sex of the employee, the current job title held by that employee, and current hourly wage earned by that employee.

- (c) Wage Adjustment: Where the wage comparison analysis described above identifies disparities in compensation attributable to the discriminatory steering into the lower paying position at the time of hire, Comcast agrees to make such adjustments to compensation as is necessary to eliminate the disparities. Comcast agrees to provide OFCCP with documentation of all wage adjustments made, including the methodology of calculating the adjustment, the calculations showing the amount of each adjustment, the procedures used to make the adjustments, and the date of the adjustment.

2. HIRING DISCRIMINATION (MINORITIES)

- A. **STATEMENT OF VIOLATION.** OFCCP found that Comcast was 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), during the Review Period. OFCCP's analysis of Comcast's hiring process and selection procedures revealed that during the Review Period, Comcast discriminated against African American, Asian/Pacific Islander, and Hispanic applicants for CAE-2 and CAE-3 Representative positions. OFCCP found a statistically significant disparity in the hiring of CAE-2 and CAE-3 Representatives based on race.
- B. **OFCCP'S SPECIFIC FINDINGS.** OFCCP's analysis revealed Comcast's selection process had an adverse impact on the hiring of African American, Asian/Pacific Islander, and Hispanic applicants for CAE-2 and CAE-3 Representative positions during the Review Period. OFCCP found the hiring disparity was caused by Comcast's use of testing procedures which caused adverse impact based on race. Use of the testing procedures resulted in adverse hire rates for African American applicants, significant at $(b)(7)(F)$ standard deviations with a shortfall of $(b)(7)$ Asian / Pacific Islander applicants, significant at $(b)(7)(F)$ standard deviations with a shortfall of $(b)(7)$ and Hispanic applicants, significant at $(b)(7)(F)$ standard deviations with a shortfall of $(b)(7)$

Comcast denies OFCCP's alleged violations and specific findings, but is resolving this matter to avoid the expense and distraction of continued proceedings.

C. REMEDY FOR AFFECTED CLASSES

- 1) Notice. Within fifty (50) calendar days of the Effective Date of this Agreement, Comcast must notify the African American, Asian / Pacific Islander, and Hispanic class members listed in Attachment B of the terms of this Agreement by mailing, via certified mail, the following items:
- (a) Notice to Affected Class (Attachment D, "Minority Notice"),
 - (b) Information Verification form (Attachment F, "Minority Verification"),
 - (c) Release of Claims under EO 11246 (Attachment H, "Minority Release"),
 - (d) IRS W-4 form,
 - (e) IRS W-9 form, and
 - (f) A postage paid return envelope.

Comcast will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within fifteen (15) days after expiration of the response deadline set out in the Minority Notice, Comcast will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Minority Notice and/or have not returned signed and completed Minority Verification, Minority Release, IRS W-4, and IRS W-9 forms. OFCCP will obtain and provide updated addresses to Comcast within fifteen (15) days of receiving the list from Comcast. Comcast agrees to mail a second set of the items (a)-(f) listed above, by U.S. First Class mail, to each individual for whom an updated address was obtained by OFCCP within fifteen (15) days of receiving the updated address.

- 2) Eligibility. All members of the affected class (listed on Attachment B) who sign and return completed Minority Verification, Minority Release, IRS W-4, and IRS W-9 forms to Comcast within thirty (30) calendar days of the postmarked date on the envelope ("Eligible Minority Class Members") will receive a share of the monetary settlement. If an individual receives, but does not sign and return a completed Minority Verification, Minority Release, IRS W-4, and/or IRS W-9 forms within thirty (30) calendar days of the postmarked date on the envelope, he/she will no longer be entitled to a payment under this Agreement.

Within fifteen (15) days after the response deadline set out in the first or second Minority Notice Form, Comcast will provide OFCCP with a list of the Eligible Minority Class Members (individuals who signed and returned the Minority Verification Minority Release, IRS W-4, and IRS W-9 forms by the deadline). Within five (5) calendar days after receiving the list, OFCCP will approve the final list of Eligible Minority Class Members or discuss with Comcast any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement. Comcast agrees to distribute \$133,366.52 (\$121,455.84 in back pay and \$11,910.68 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Minority Class Members' share of FICA taxes), in equal shares among all eligible class members who signed and returned the Minority Verification Minority Release, IRS W-4, and IRS W-9 and are on the final approved list of Eligible Minority Class Members. Comcast will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Minority Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Comcast will disburse the monetary settlement within twenty-five (25) calendar days after OFCCP approves the final list of Eligible Minority Class Members.

Within fifteen (15) calendar days of Comcast's receipt of a check to an Eligible Minority Class Member returned as undeliverable, Comcast will notify OFCCP of

this fact via e-mail sent to Compliance Officer (b) (7)(C)

(b) (7)(C) [@dol.gov](mailto:OFCCP@dol.gov). OFCCP will attempt to locate the Eligible Minority Class Member and if OFCCP obtains an alternate address, Comcast will re-mail the check within fifteen (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 Minority Class Member will be void. With respect to any uncashed funds, Comcast will make a second distribution to all Eligible Minority Class Members who cashed their check. The uncashed funds will be distributed in equal shares to the participating Eligible Minority Class Members within thirty (30) days of the checks becoming void.

4) Employment

- (a) In order to be considered for employment, Eligible Minority Class Members must apply to open positions posted on the Comcast career website and meet the qualifications for that position. All Eligible Minority Class Members that indicate interest in employment with Comcast on the Minority Verification Form (Attachment F) and follow the directions provided in the Minority Notice (Attachment D) for creating a job alert on the Comcast online career system will receive notification from Comcast whenever a position fitting the criteria identified by the Eligible Minority Class Member is posted on the Comcast career website along with instructions on how to apply for that position. Comcast will consider all qualified Eligible Minority Class Members who express an interest in employment with Comcast and successfully apply for a position on the Comcast career website using the instructions provided.
- (b) Comcast's obligation to hire Eligible Minority Class Members will terminate as soon as one of the following conditions occur:
 - i. Thirty-one (31) Eligible Minority Class Members are hired into either a CE 1, Cust Exp Rep (Repair) position or a position with a higher starting pay rate than the CE 1, Cust Exp Rep (Repair) position, or
 - ii. The list of Eligible Minority Class Member expressing an interest in employment is exhausted.
- (c) For each job opening, Eligible Minority Class Members will be considered in the chronological order that Comcast receives the on-line application for that particular position through the Comcast career website.
- (d) Comcast must initiate its hiring of Eligible Minority Class Members within thirty (30) days after the response deadline set out in the Minority Notice and must complete its hiring obligations under this section within eighteen (18) months of the Effective Date of this Agreement. If Comcast is not able to hire 31 Eligible Minority Class Members or exhaust the list of Eligible Minority Class Members expressing an interest in employment within eighteen (18) months, OFCCP may extend the term of this Agreement for up

to six (6) months or until Comcast satisfies its hiring requirement(s), whichever occurs first.

- (e) Eligible Minority Class Members will be allowed at least two (2) weeks to report for work after receiving a written job offer from Comcast. The Eligible Minority Class Members hired into CE 1, Cust Exp Rep (Repair) position pursuant to this Agreement must be paid \$14.91 per hour or the current wage rate for the position he/she is hired for, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as employees hired into those positions on the effective date of this agreement.

D. NON-MONETARY REMEDIES. Comcast will ensure that all applicants and employees are afforded equal employment opportunity. Comcast has provided evidence establishing that, in 2008, it revised its job titles and selection procedures, which includes eliminating the tests that caused the impact that is the subject of this violation. Comcast has provided OFCCP with an outline of the revised selection procedures and has also submitted documentation evidencing that recruiters, managers and HR personnel involved in the selection process for these positions were trained on the revised selection procedures. Comcast agrees to submit reports, as identified in PART IV of this agreement, to show that the violations identified in this agreement have been remedied by the revised selection procedures and training.

1) Revised Hiring Process

- (a) Recordkeeping and Retention: Comcast will implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Comcast will implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- (b) Monitoring: Comcast agrees to maintain records concerning impact, evaluate selection rates for CE 1, Cust Exp Rep (Repair) positions and take appropriate action with regard to any revealed impact in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP) 41 C.F.R. Part 60-3. Comcast further agrees to maintain, and make available to OFCCP, records concerning the impact of the selection process for these positions at the Everett, WA or Lynnwood, WA facilities; including, but not limited to, the number of persons hired by race and ethnicity, the number of applicants who applied by race and ethnicity, 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.

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3. RECORDKEEPING

A. STATEMENT OF VIOLATIONS. Comcast failed to collect and maintain personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

B. OFCCP'S SPECIFIC FINDINGS. During the Review Period, Comcast failed to maintain copies of all applications, resumes, and self-identification forms for applicants to the CAE-2 and CAE-3 Representative positions.

Comcast denies OFCCP's alleged violations and specific findings, but is resolving this matter to avoid the expense and distraction of continued proceedings.

C. REMEDY. Comcast will ensure that all employment records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

PART IV: REPORTS REQUIRED

1. Comcast must submit the documents and reports described below to:

Quanda Evans, Assistant District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Seattle District Office
300 Fifth Avenue, Suite 1100
Seattle, WA 98104

A. Within the prescribed timeframes, Comcast must submit all documents and information referenced in this Agreement including:

- 1) Part III, 1.C.1) through 3) (regarding the remedy for female class members);
- 2) Part III 1.D.2)(b) and (c) (regarding the compensation analysis of currently employed female class members); and
- 3) Part III 2.C.1) through 4) (regarding the remedy for minority class members).

B. Comcast agrees to submit progress reports in order for the OFCCP to monitor compliance with this Conciliation Agreement.

Report	Due Date	Reporting Period Covered
1	October 31, 2015	Effective Date through August 31, 2015
2	April 30, 2016	September 1, 2015 through February 29, 2016
3	October 31, 2016	March 1, 2016 through August 31, 2016

Each progress report shall include:

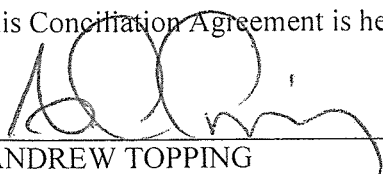
- 1) Documentation of monetary payments to all Eligible Female Class Members who executed the Female Release form as specified in section Part III, 1.C.3) and monetary payments to all Eligible Minority Class Members who executed the Minority Release form as specified in section Part III, 2.C.3). The documentation must include the names of Eligible Female Class Members and Eligible Minority Class Members who were paid and, for each Eligible Female Class Member and Eligible Minority Class Member, the check number, the amount of the check, and the date the check cleared the bank. Comcast must provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of specific hiring activity for Eligible Minority Class Members who were hired for any position in accordance with this Agreement, including:
 - (a) Documentation evidencing that Eligible Minority Class Members were notified of employment openings and provided with instructions on how to apply for these positions;
 - (b) A list of who applied for these positions including the name, race/ethnicity, date of application, and, when applicable, an explanation (along with copies of all relevant supporting documentation such as documentation that the Eligible Class Member declined a job offer) explaining why the Eligible Minority Class Member was not hired;
 - (c) A list of Eligible Minority Class Members that were hired including the name, race/ethnicity, job title hired into, starting rate of pay, and, when applicable, proof of retroactive seniority and benefits.
 - 3) A report that identifies the total number of applicants and hires for CE 1, Cust Exp Rep (Repair) positions during the reporting period including a breakdown by sex, race and ethnicity of all applicants and hires for these positions. Comcast agrees to provide OFCCP with copies of any applications, resumes, self-identification forms or any other personnel and employment records associated with these selections upon request.
2. Comcast 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 OFCCP and Comcast
(b) (7)(C)



ANDREW TOPPING
Senior Vice President,
Labor and Employee Relations
Comcast
1701 JFK Boulevard, 34th Floor
Philadelphia, PA 19103

4/3/2015
Date

Compliance Officer
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA 98104

4/3/2015
Date



QUANDA EVANS
Assistant District Director
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA 98104

4/3/2015
Date



JANE SUHR
Acting Deputy Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region San Francisco, CA

4/30/15
Date



JANETTE WIPPER
Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region
San Francisco, CA

4/30/15
Date

[illegible][illegible]

Attachment C

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Comcast of Puget Sound, Inc. ("COMCAST") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of COMCAST's Everett, WA facility. OFCCP's analysis of COMCAST's hiring process and selection procedures revealed that during the period of March 25, 2006 through September 24, 2007, COMCAST discriminated against female applicants for CAE-Repair/Troubleshooting Representative 3 (H.S.I.) positions ("CAE-3 Representative"). OFCCP found that there was a statistically significant disparity in the hiring of CAE-3 Representatives based on gender.

COMCAST has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that COMCAST violated any laws. OFCCP and COMCAST entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who was considered for a CAE-3 Representative position during that time period, but was not selected.

As part of this Agreement, you are eligible to receive a distribution of at least \$558.68 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:

- (1) Information Verification Form,
- (2) Release of Claims Under Executive Order 11246,
- (3) I.R.S. W-4 form, and
- (4) I.R.S. W-9 form

You should complete and mail back the forms as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*William E. Doyle, Jr.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification, Release of Claims under E.O. 11246, I.R.S. W-4, and I.R.S. W-9 forms.

If you have any questions you may call Mr. William E. Doyle at (202) 739-5208, or OFCCP
Compliance Officer(b) (7)(C) Your call will be returned as soon as possible.

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

Sincerely,

Marianne E. Airey
Director, HR Compliance
Comcast Corporation

cc: (b) (7)(C) Compliance Officer, US Department of Labor

Enclosures: Information Verification Form
Release of Claims Under Executive Order 11246
I.R.S. W-4 form
I.R.S. W-9 form
Postage Paid Return Envelope

Attachment D

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Comcast of Puget Sound, Inc. ("COMCAST") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of COMCAST's Everett, WA facility. OFCCP's analysis of COMCAST's hiring process and selection procedures revealed that during the period of March 25, 2006 through September 24, 2007 ("review period"), COMCAST discriminated against African Americans, Asian/Pacific Islanders, and Hispanic applicants for CAE-Repair/Troubleshooting Representative 2 (Video) ("CAE-2 Representatives") and CAE-Repair/Troubleshooting Representative 3 (H.S.I.) ("CAE-3 Representative") positions. OFCCP found that there was a statistically significant disparity in the hiring of CAE-2 and CAE-3 Representatives based on race and ethnicity.

COMCAST has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that COMCAST violated any laws. OFCCP and COMCAST entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for either a CAE-2 Representative or CAE-3 Representative position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$1,333.66 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:

- (1) Information Verification and Employment Interest Form,
- (2) Release of Claims Under Executive Order 11246,
- (3) I.R.S. W-4 form, and
- (4) I.R.S. W-9 form

You should complete and mail back the forms as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*William E. Doyle, Jr.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest, Release of Claims under E.O 11246, I.R.S. W-4, and I.R.S. W-9 forms.

In addition to the monetary distribution, COMCAST will be making job offers for Call Center positions 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 COMCAST, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those that return the completed Information Verification and Employment Interest Form expressing an interest in employment will be considered for Call Center positions in the order that COMCAST receives their application through its online application system. **See the instructions for searching for employment opportunities at COMCAST that are attached to this notice.**

If you have any questions you may call Mr. William E. Doyle at (202) 739-5208, or OFCCP Compliance Officer(b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO COMCAST WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Marianne E. Airey
Director, HR Compliance
Comcast Corporation

cc: (b) (7)(C) Compliance Officer, US Department of Labor

Enclosures: Information Verification Form
Release of Claims Under Executive Order 11246
I.R.S. W-4 form
I.R.S. W-9 form
Postage Paid Return Envelope
Instructions for creating an account and searching for employment opportunities

Instructions for creating an account and searching for employment opportunities at Comcast:

1. Go to <http://jobs.comcast.com>.
2. In the upper right hand corner of the screen, click on the word "Job Search".
3. A window will pop up. If you know the position you want to apply for, or the type of job you are interested in, you can enter a keyword into the text box. You can also click on the "More Options" button, and enter an area of interest or location that you are interested in. If you do not know what type of job or location you are interested in, do not enter anything into these fields.
4. Click Search.
5. Click on a specific job that you are interested in.
6. Click the "Get Started" button.
7. Click the "Apply" button.
8. If you do not already have a profile, click the "Sign Up" link. When creating your candidate profile it's very important you enter your email address correctly. Your email address is your username to log in to the system. If you change your email address in your candidate profile at a later date your login email will NOT change.
9. Click the "I Accept" button to accept the data privacy statement.
10. Complete the required fields to create an account.
11. Complete the required questions, enter optional information, and upload a resume if you wish.
12. Enter information until you see 100% in the "Your Progress" tracking bar and click the "Careers Home" button.
13. If you have successfully completed your application you will receive an email within 3 hours saying "thanks for applying".

Instructions for having emailed job alerts sent to you whenever an employment opportunity occurs:

1. Go to the following link:
<https://career8.successfactors.com/career?company=21114P&loginFlowRequired=true&lang=null&s.crb=T%252fKaWLbop8JzO7RZIawx1oCSqZ4%253d>.
2. Enter the email address and password you used to create your account in the instructions above and click "Sign In".
3. Click on the "Create a job alert!" link in the "Job Management" section.
4. Click "Create New Job Alert".
5. Enter your desired criteria and click "Save".

Attachment E

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 Comcast of Puget Sound, Inc. ("COMCAST") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP"). Please print legibly, except for your signature.

Name: _____

Address: _____

Telephone Number: Home _____ Cell _____ Work _____

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

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

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

Male ☐ Female ☐

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

*William E. Doyle, Jr.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004*

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

Signature

Date

Attachment F
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 Comcast of Puget Sound, Inc. ("COMCAST") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP"). Print legibly, except for your signature.

Name: _____

Address: _____

Telephone Number: Home _____ Cell _____ Work _____

*** Notify COMCAST at the address below if your address or phone number changes in the next 12 months.***

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

For purposes of this settlement, it is necessary to verify your race and/or ethnicity. (please check one)
☐ Caucasian ☐ African American ☐ Asian/Pacific Islander ☐ Hispanic ☐ Native American

Please also indicate below whether you are currently interested in employment with COMCAST. If you complete, sign, and return this Information Verification and Employment Interest Form, along with the other documents listed in the Notice to Affected Class, you will remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am interested in employment with COMCAST.

To be considered, class members will have to apply for employment through the COMCAST website at <http://jobs.comcast.com>. Follow the instructions for setting up a job alert included in the Notice to Affected Class Members so you can be notified when there are employment opportunities.

Email Address: _____

If you are interested in employment, an email address must be provided. It will only be used to identify applicants who are part of this Agreement. Please make sure that the same email address is used when applying for employment with COMCAST.

☐ No, I am not interested in employment with COMCAST.

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

*William E. Doyle, Jr.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004*

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

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 Comcast of Puget Sound, Inc. ("Comcast") paying you money, you agree that you will not file any lawsuit against Comcast for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for CAE-Repair/Troubleshooting Representative 3 (H.S.I.) positions. It also says that Comcast 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 \$558.68 (less deductions required by law) by Comcast to me, which I agree is acceptable, I _____ agree to the following: (print name)

I.

I hereby waive, release and forever discharge Comcast, 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 CAE-Repair/Troubleshooting Representative 3 (H.S.I.) on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Comcast denies that it treated me unlawfully or unfairly in any way and that Comcast 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 February 6, 2008. I further agree that the payment of the aforesaid sum by Comcast to me is not to be construed as an admission of any liability by Comcast.

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 Comcast within thirty (30) days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Comcast.

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

Signature

Attachment H

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 Comcast of Puget Sound, Inc. ("Comcast") paying you money, you agree that you will not file any lawsuit against Comcast for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for CAE-Repair/Troubleshooting Representative 2 (Video) and CAE-Repair/ Troubleshooting Representative 3 (H.S.I.) positions. It also says that Comcast 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 \$1,333.66 (less deductions required by law) by Comcast to me, which I agree is acceptable, I _____
agree to the following: (print name)

I.

I hereby waive, release and forever discharge Comcast, 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 CAE-Repair/Troubleshooting Representative 2 (Video) or CAE-Repair/ Troubleshooting Representative 3 (H.S.I.) on the basis of my race or ethnicity at any time through the effective date of this Release.

II.

I understand that Comcast denies that it treated me unlawfully or unfairly in any way and that Comcast 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 February 6, 2008. I further agree that the payment of the aforesaid sum by Comcast to me is not to be construed as an admission of any liability by Comcast.

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 Comcast within thirty (30) days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Comcast.

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

Signature

