

EARLY RESOLUTION CONCILIATION AGREEMENT

between

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

and

**THE NIELSEN COMPANY (US), LLC
8585 N. Stemmons Freeway, Dallas, Texas 75247
4400 South Peidras Drive, Suite 25, San Antonio, TX 78228**

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated The Nielsen Company (US), LLC's establishments located at 8585 N. Stemmons Freeway, Dallas, Texas 75247 (Nielsen Dallas), beginning on August 21, 2018, and 4400 South Piedras Drive, Suite 25, San Antonio, TX 78228 (Nielsen San Antonio), beginning on May 7, 2020 (collectively Nielsen Company). OFCCP alleges that the Nielsen Company is not in compliance with Executive Order 11246, as amended (EO 11246 or Executive Order) and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60-1 and 60-3.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Nielsen Company enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. GENERAL TERMS AND CONDITIONS

1. In exchange for Nielsen Company's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under EO 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Nielsen Company violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Nielsen Company's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Nielsen Company will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Nielsen Company of its obligation to fully comply with the requirements of EO 11246, as amended, 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), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Nielsen Company and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under EO 11246.
5. Nielsen Company agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest Rocky Mountain Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Nielsen Company submits its final Progress Report required in Section VI, below, unless OFCCP notifies Nielsen Company in writing before the expiration date that Nielsen Company has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Nielsen Company has met all of its obligations under the Agreement.
11. If Nielsen Company violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Nielsen Company a written notice stating the alleged violations and summarizing any supporting evidence.

- ii. Nielsen Company shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Nielsen Company 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 Notice of Violations, Show Cause Notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Nielsen Company, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
- b. Nielsen Company may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27 and/or other appropriate relief for violating this Agreement.
12. Nielsen Company denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor Office of Federal Contract Compliance Programs.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. PRELIMINARY FINDINGS AND REMEDIES

1. **PRELIMINARY FINDING:** OFCCP alleges that Nielsen Company is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 Section 202 and 41 CFR Section 60-1.4(a)(1). OFCCP's analysis of job group 5A Clerical by establishment revealed the following:
 - Nielsen Dallas – OFCCP's analysis of Nielsen Dallas' hiring process and selection procedures revealed a potential disparity that adversely impacted Asian, Black, and White applicants, and applicants who identify with two or more races (TOM) when compared to Hispanic applicants during the time period of January 1, 2016 through July 31, 2018. OFCCP's analysis resulted in (b) (7)(E) standard deviations with a shortfall of six against Asian applicants; in (b) (7)(E) standard deviations with a shortfall of 68 against Black applicants; in (b) (7)(E) standard deviations with a shortfall of 27 against White applicants; and in (b) (7)(E) standard deviations with a shortfall of five against TOM applicants.
 - Nielsen San Antonio – OFCCP's analysis of Nielsen San Antonio's hiring process and selection procedures revealed a potential disparity that adversely impacted Black and White applicants when compared to Hispanic applicants during the time period of May 1, 2018 through March 18, 2020. OFCCP's analysis resulted in (b) (7)(E) standard deviations with a shortfall of 14 against Black applicants and in (b) (7)(E) standard deviations with a shortfall of 20 against White applicants.

Nielsen denies these allegations.

IV. FINANCIAL AND NON-FINANCIAL REMEDY

1. Monetary Settlement

- a. **Monetary Settlement.** Nielsen Company agrees to pay a total of \$570,000 in back pay and interest. The settlement amount is a negotiated amount that represents estimated back pay and accrued interest. Nielsen Company's share of statutory taxes/contributions on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other state and/or local taxes, is not part of the Monetary Settlement. Nielsen Company will be responsible for any banking account fees related to the Monetary Settlement.
- b. **Specific Monetary Settlement Amounts.** The total Monetary Settlement amount includes \$513,000 in back pay and \$57,000 in interest to resolve the alleged violations set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount of the Monetary Settlement will be distributed among the Eligible Class Members as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Eligible Class Members to Receive Payments.** The Monetary Settlement will be equally distributed to all Affected Class Members (identified in Attachments A1 and B1) who are those that respond to the Notice by returning a completed and signed Information Verification and Employment Interest Form and Release of Claims by the date stated in the Notice, and whose eligibility is verified (hereinafter, Eligible Class Member(s)) as set forth in the Timeline. These individuals will be listed on the Final List of Eligible Class Members (Final List). All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Nielsen Company or whether they previously worked for Nielsen.
- c. **Payments to Eligible Class Members.** OFCCP will provide Nielsen Company the Final List by the date set forth in the Timeline. After the parties agree on the Final List, OFCCP and Nielsen Company will agree on the payment amount. Nielsen Company will issue checks or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms by the date set forth in the Timeline. Nielsen Company will provide OFCCP with documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth in the Timeline. Reasonable efforts will be made to ensure that all Eligible Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Class Member did not receive a check or that a check was lost, OFCCP and the Nielsen Company will work together to provide a replacement check before any funds are redistributed to other Eligible Class Members. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Nielsen Company will make a second distribution to all Eligible Class Members who cashed their first check by the date set forth in the Timeline.¹ With respect to any uncashed funds, Nielsen will make a second distribution, if such distribution will amount to at least \$20.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts by the date set forth in the Timeline. If any funds remain unclaimed, they shall revert back to Nielsen to be used for EEO training. Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the Internal Revenue Service (IRS) via Form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See 26 CFR 31.3402(f)(2)-1(a).*

in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

- e. **Tax Payments, Forms and Reporting.** Nielsen Company will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Monetary Settlement. Nielsen Company shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and Nielsen Company Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice to the Affected Class Members through multiple channels if appropriate and providing technical assistance to Affected Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Nielsen Company and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Nielsen Company agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- c. **Notice Documents.** The Notice Documents include a Notice (Attachments A2 and B2), Information Verification and Employment Interest Form (Attachments A3 and B3), and Release of Claims (Attachments A4 and B4). Nielsen Company will distribute Notice Documents to Affected Class Members identified in Attachments A1 and B1 for the Nielsen Dallas and Nielsen San Antonio establishments, respectively.
- d. **Mailing of Notice to Affected Class Members.** Nielsen Company will provide initial notice by regular first-class mail or other appropriate means (including but not limited to email, where available). Nielsen Company will send copies of all of the

² The IRS issued its implementing regulations in January 2021. *See* <https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Nielsen Company will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

In accordance with the Timeline, Nielsen Company will send to OFCCP status updates regarding Affected Class Members' responses to include Affected Class Members who did not respond, who responded, or who partially responded (for example missing a signature and/or information) to the first mailing, and Affected Class Members whose mail was returned to Nielsen Company with a forwarding address or undeliverable.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. By the date set forth in the Timeline, a second mail notice will be sent to Affected Class Members with valid addresses who failed to respond to the first mail notice unless the parties agree otherwise.

- e. **Distribution of Notice by Other Means.** Nielsen Company shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact. OFCCP will also conduct independent efforts to communicate with Affected Class Members about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- f. **Response Deadline.** The final deadline for any Affected Class Member to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Exchange of Information Regarding Affected Class Members.** Nielsen Company and OFCCP will timely exchange information regarding Affected Class Members, including updated contact information and the results of any technical assistance provided.
- h. **Final List of Eligible Class Members.** The Final List will include all Eligible Class Members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute

about the Final List. Nielsen Company will provide to OFCCP any information necessary to determine the Final List.

- i. **Documentation of Payments.** By the deadline set forth in the Timeline, Nielsen Company will provide OFCCP with documentation of all payments to Eligible Class Members as described in Section VI.
- j. **Nielsen Company's Expenses.** Nielsen Company will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

4. **Additional Individual Relief**

1. **Job Opportunities**

- a. **Description of Job Opportunities.** As vacancies occur in job group 5A Clerical positions, Nielsen Company shall make bona fide job offers to Eligible Class Members at each respective establishment, Nielsen Dallas and Nielsen San Antonio, who have expressed interest in employment and are not currently employed in the job at issue by Nielsen Company. OFCCP took into consideration potential Affected Class Members who the Nielsen Company hired after the review period and adjusted the shortfalls per each impacted group and establishment accordingly. Nielsen Company will hire up to 56³ Eligible Class Members into open positions or exhaust the list of Eligible Class Members expressing interest in employment, whichever occurs first as follows:

- Nielsen Dallas – 6 Asian and 21 White Eligible Class Members
- Nielsen San Antonio – 10 Black and 19 White Eligible Class Members

As vacancies occur in job group 5A Clerical, Eligible Applicants will have priority over all other candidates for hire. Nielsen Company shall contact the Eligible Class Members through email or regular mail with a written job offer in the order in which they submitted their forms, or, if the forms are received on the same day, in the order of their original application date.

The report to work date for Eligible Class Members hired pursuant to this Agreement shall be reasonable to where the Eligible Class Member reports to the next available training class or at the Eligible Class Member's option, the earliest training class they can attend. The Eligible Class Member must report to work on the day designated or provide Nielsen Company notice of good cause for their absence on or before that date. Otherwise, Nielsen Company may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member under this Agreement but remains

³ Once Interest Forms are returned, OFCCP will meet with Nielsen Company to determine if the proposed numbers need to be adjusted.

obligated to hire as outlined above until such positions are filled or the list of Eligible Class Members is exhausted, whichever comes first.

Nielsen Company agrees to pay Eligible Class Members hired under this provision at least the current entry level wage based on applicants' qualifications for job group 5A Clerical positions and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Nielsen Company will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Members hired and terminated during the monitoring period as set forth in Section VI, OFCCP Monitoring Period, below.

5. **Modifications to Employment Practices and Other Non-Monetary Relief**

- 1. **Revision of Hiring Process.** Under this Agreement and by the date set forth in the Timeline, Nielsen Company will submit to OFCCP a revised hiring process, that describes the selection procedures outlined below (Revised Hiring Process):
 - a. Procedures to recruit, screen, interview, select, reject, and hire applicants for job group 5A Clerical positions in compliance with EO 11246.
 - b. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in each step of the hiring process.
 - c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions/decisions are documented at each step in the hiring process.
 - d. Procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
 - e. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components if statistical disparities exist.
- 2. **Training.** Nielsen Company will develop and provide the training program on the Revised Hiring Process described above to all individuals involved in the hiring process, including all HR personnel, recommending officials, deciding officials and employees who make and keep hiring and selection records. The training will be mandatory for the personnel identified above, and employees who are hired or promoted into those positions must also receive the training within 60 days of their hire or promotion. Nielsen Company will provide OFCCP documentation of its training as described below.

3. **Implementation.** Nielsen Company will monitor the implementation and results of the Revised Hiring Process and will provide reports to OFCCP of the Reporting Requirement below. As part of this Agreement, Nielsen Company will monitor hiring activity to identify statistically significant disparities based on race/ethnicity or sex and will thereafter investigate and remedy any statistically significant disparity identified. During the period this Agreement is in effect, the Progress Reports will state whether the hiring process has been fully implemented and whether the individuals involved in the hiring process are following the policies and procedures. The Progress Reports will also include appropriate recommendations, if any, to alter or change the hiring process, its implementation, or training to ensure a nondiscriminatory hiring process.
4. **Adverse Impact Analysis.** During the monitoring period, Nielsen Company will conduct adverse impact analyses consistent with the requirements of 41 CFR § 60-3.4 and 3.15 on at least an annual basis. If Nielsen Company finds statistically significant disparities in hiring, it shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process, including consideration of alternative selection criteria/tests. Nielsen Company will implement remedies including hires, and back pay to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

V. Technical Violations and Remedies

1. **VIOLATION:** During the period of January 1, 2016 through at least July 31, 2018, Nielsen Dallas failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12, and 41 CFR 60-3. Specifically, Nielsen Dallas destroyed and/or failed to preserve and make available for inspection complete and accurate records, pertaining to the job group 5A Clerical such as resumes, applications, interview forms and notes, assessment results, and background check results.

REMEDY: Nielsen Dallas will preserve personnel or employment records including resumes, applications, interview forms and notes, assessment results, and background check results in accordance with the requirements of 41 CFR 60-1.12, and 41 CFR 60-3.

2. **VIOLATION:** During the period of January 1, 2016 through at least July 31, 2018, Nielsen Dallas failed to appropriately conduct its adverse impact analyses of the total selection process in accordance with 41 CFR 60-3.4 and 41 CFR 60-3.15A.

REMEDY: Nielsen Dallas will maintain and have available for OFCCP's inspection 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 groups in hiring, promotion, or termination and other personnel activities. These analyses will be done by job, evaluating selection rates for each sex, race and ethnic group

constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, Nielsen Dallas will take corrective action to remedy statistically significant (e.g. larger than 1 standard deviations) selection disparities.

Nielsen Dallas will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Nielsen Dallas will validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

3. **VIOLATION:** During the period of May 1, 2018 through at least March 18, 2020, Nielsen San Antonio failed to appropriately conduct its adverse impact analyses of the total selection process in accordance with 41 CFR 60-3.4 and 41 CFR 60-3.15A.

REMEDY: Nielsen San Antonio will maintain and have available for OFCCP's inspection 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 groups in hiring, promotion, or termination and other personnel activities. These analyses will be done by job, evaluating selection rates for each sex, race and ethnic group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, Nielsen San Antonio will correct any statistically significant (e.g. more than 1 standard deviations) selection disparity.

Nielsen San Antonio will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Nielsen San Antonio will validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

VI. OFCCP Monitoring Period and Progress Reports

1. **Recordkeeping.** Nielsen Company agrees to retain all records relevant to the violations cited above and the reports submitted in compliance with Paragraph 3, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Nielsen Company will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** Nielsen Company and OFCCP have a common interest in the accuracy and sufficiency of the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Nielsen Company provides in accordance with this Agreement are customarily kept private or closely held, and Nielsen Company believes should remain confidential under Exemption 4 of the Freedom of Information

Act (FOIA) in the event of a FOIA request, Nielsen Company will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents, to the extent possible under the law.

3. Reports.

- a. **Schedule and Instructions.** Nielsen Company agrees to furnish OFCCP with Progress Reports containing the following information during the Monitoring Period according to the Timeline. Nielsen Company will submit reports to:

Dinorah S. Boykin, District Director
USDOL/OFCCP
615 E. Houston Street, Room 340
San Antonio, Texas 78205
(b) (6) @dol.gov

- b. **Reports on Financial Remedy.** In each Progress Report, Nielsen Company will include documentation of monetary payments to all Eligible Class Members including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. OFCCP may request copies of canceled checks disbursed by Nielsen Company to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid.
- c. **Reports on Job Offers.** In each Progress Report, Nielsen Company will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Eligible Class Members expressing interest in the positions is exhausted. This includes:
- i. Documentation of all job offers made to Eligible Class Members, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
 - ii. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Nielsen Company determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - iii. Documentation of Eligible Class Members who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Class Members still on the list.

- v. Documentation of the start dates for Eligible Class Members who were hired.
 - vi. If Nielsen Company has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Nielsen Company fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Reports on Modifications to Personnel Practices.** In each Progress Report Nielsen Company will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- e. **Reports on Training.** In each Progress Report, Nielsen Company will report on training provided to personnel. Specifically, the reports will include the name, job title, hire and/or promotion date, and training date on the revised hiring policies and procedures.
- f. **Reports on Personnel Activity.** In each Progress Report, Nielsen Company will report the total number of external job seekers, applicants and hires and their breakdown by race, sex, and ethnic group for job group 5A Clerical positions pursuant to the Timeline. Nielsen will also provide its own analysis of the total selection process and, where overall adverse impact is identified, its analyses of the individual components of the selection process. It will also supply any validation studies and records of remediation as applicable.
4. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Nielsen Company's final Progress Report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Nielsen Company in writing within sixty (60) days of the date of the final Progress Report that Nielsen Company has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Nielsen Company within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Nielsen Company has met all of its obligations under the Agreement.

VII. Signatures

The person signing this Agreement on behalf of Nielsen Company personally warrants that he or she is fully authorized to do so, that Nielsen Company has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Nielsen Company.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Nielsen Company.

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

Brendon Perkins
SVP, Global Total Rewards and People Partnering
Nielsen Company

DATE: 8/31/2023 _____

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

Jane Suhr
Acting Regional Director
Southwest and Rocky Mountain Region

DATE: _____

Attachments:

A. Dallas

- A1 - Affected Class Members - Nielsen Dallas
- A2 - Notice to Affected Class Members - Nielsen Dallas
- A3 - Information Verification and Employment Interest Form - Nielsen Dallas
- A4 - Release of Claims Under Executive Order 11246 Nielsen Dallas

B. San Antonio

- B1 – Affected Class Members - Nielsen San Antonio
- B2 - Notice to Affected Class Members - Nielsen San Antonio
- B3 - Information Verification and Employment Interest Form - Nielsen San Antonio
- B4 - Release of Claims Under Executive Order 11246 Nielsen San Antonio

C. Timeline

A1 - Affected Class Members - Nielsen Dallas

Count	App Id	App Date	Race	Gender	Full Name (Last, First, Middle)
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*Eligible for monetary settlement and no job offer.

A2 - Notice to Affected Class Members - Nielsen Dallas

You may be eligible to get money because of a legal settlement between The Nielsen Company (US), LLC and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and The Nielsen Company (US), LLC (hereinafter “Nielsen Company”) that may benefit you. This settlement involves alleged claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job opportunity with Nielsen Company.

You may learn more about the settlement at www.dol.gov/ofccp/cml.

ARE YOU AFFECTED?

Asian, Black, Two or more Races and White applicants who applied and were not hired for Research Interviewer and/or Bilingual Research Interviewer positions at Nielsen Company’s Dallas, Texas facility between period January 1, 2016 through July 31, 2018 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Nielsen Company’s hiring practices at its Dallas, Texas facility during the period January 1, 2016 through July 31, 2018. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity requirements that apply to federal contractors. OFCCP alleges that Nielsen Company discriminated against Asian, Black, Two or more race, and White applicants in favor of Hispanics in hiring for Research Interviewer and Bilingual Research Interviewer positions during the period January 1, 2016 through July 31, 2018. Nielsen Company denies those claims. Ultimately, OFCCP and Nielsen Company have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is another name for a settlement agreement, and it is a legal document that explains the terms of the agreement between Nielsen Company and OFCCP.

As a result, if we confirm that you are one of the Asian, Black, Two or more race, or White applicants described above, you may be eligible for back pay and consideration for employment. You may read the Conciliation Agreement at <https://www.dol.gov/agencies/ofccp/foia/library/conciliation-agreements>.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and may not have been selected, this settlement may provide you with some specific benefits:

TURN PAGE

- (1) **You may be eligible to receive a payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Nielsen Company is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** Nielsen Company will be making job offers for Research Interviewer or Bilingual Research Interviewer positions to some of the qualified individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Nielsen Company, please express your interest on the enclosed Information Verification and Employment Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims and sign the enclosed Release form.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Information Verification and Employment Interest Form, and Release forms, and any other information you received from Nielsen Company or the U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) or the Settlement Administrator [Administrator name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Nielsen Company.

To be eligible for a payment and job opportunity, you must complete, sign, and return **both** the following enclosed documents: (1) Information Verification and Employment Interest Form and (2) Release of Claims Under Executive Order 11246 by INSERT DATE. You should mail these documents to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked or delivered by [INSERT DATE].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact INSERT NAME AND CONTACT INFORMATION OF _____ or Compliance Officer (b) (6), (b) (7)(C) at (210) 242-____ or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

A3 - Information Verification and Employment Interest Form - Nielsen Dallas

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 The Nielsen Company (US), LLC and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

First Name: _____ Last Name: _____

Any other names you have used: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify Nielsen Company at the address below if your address, phone number and/or email address changes within the next twelve (12) months.

INSERT
Nielsen Company ADDRESS or
THIRD PARTY ADMINISTRATOR INFORMATION

Your Social Security Number: _____ - _____ - _____

Your Social Security number is required in order to process your payment for tax purposes. Your Social Security number will not be used for any other purpose.

For purposes of this settlement, it is necessary to verify your race:

African American/Black []

Asian []

Caucasian/White []

Hispanic []

Native American []

Pacific Islander []

TURN PAGE

Please indicate below whether you are currently interested in employment in a Research Interviewer or Bilingual Research Interviewer position with Nielsen Company at its Dallas, Texas facility, and if you are currently employed by Nielsen Company. If you 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.

Yes, I am still interested in employment with Nielsen Company for a Research Interviewer position.

Yes, I am still interested in employment with Nielsen Company for a Bilingual Research Interviewer position. I understand the Bilingual Research Interviewer position requires speaking and reading proficiently in Spanish.

No, I am not currently interested in employment with Nielsen Company for a Research Interviewer or Bilingual Research Interviewer position.

I am currently employed by Nielsen Company, or I worked for Nielsen at some point from January 1, 2016 through July 31, 2018.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO NIELSEN COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

A4 - Release of Claims Under Executive Order 11246 Nielsen Dallas

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY OR A JOB OPPORTUNITY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 (Release) is a legal document. The document states that in return for Nielsen Company paying you money, you agree that you will not file any lawsuit against The Nielsen Company (US), LLC (hereinafter “Nielsen Company”) for alleged hiring discrimination under Executive Order 11246, as amended in connection with its selection procedures for applicants in the Research Interviewer and Bilingual Research Interviewer positions. It also says that Nielsen Company 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 or a job opportunity.

In consideration of payment of at least \$ _____ (less deductions required by law) by Nielsen Company to me, which I agree is acceptable, I (print name)
_____ agree to the following:

I.

I hereby waive, release and forever discharge Nielsen Company, 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 to my non-selection for employment as a Research Interviewer or Bilingual Research Interviewer on the basis of my race and/or ethnicity at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection with Nielsen Company through the Effective Date of this Release.

II.

I understand that Nielsen Company denies that it treated me unlawfully or unfairly in any way and that Nielsen Company 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 August 21, 2018. I further agree that the payment of the aforesaid sum by Nielsen Company to me is not an admission of any liability by Nielsen Company.

TURN PAGE

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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class, by the deadline listed on the Notice to Affected Class, I will not be entitled to receive any payment (less deductions required by law) or a potential job offer from Nielsen Company.

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

Printed Name

Signature

B1 – Affected Class Members - Nielsen San Antonio

Count	App Id	App Date	Race	Gender	Full Name (Last, First, Middle)
1	(b)	(6),	(b)	(7)	(C)
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B2 - Notice to Affected Class Members - Nielsen San Antonio

You may be eligible to get money because of a legal settlement between The Nielsen Company (US), LLC and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and The Nielsen Company (US), LLC (hereinafter “Nielsen Company”) that may benefit you. This settlement involves alleged claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job opportunity with Nielsen Company.

You may learn more about the settlement at www.dol.gov/ofccp/cml.

ARE YOU AFFECTED?

Black and White applicants who applied and were not hired for Research Interviewer and/or Bilingual Research Interviewer positions at Nielsen Company’s San Antonio, Texas facility between May 1, 2018 through March 18, 2020 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Nielsen Company’s hiring practices at its San Antonio, Texas facility during the period May 1, 2018 through March 18, 2020. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity requirements that apply to federal contractors. OFCCP alleges that Nielsen Company discriminated against Black and White applicants in favor of Hispanics in hiring for Research Interviewer and Bilingual Research Interviewer positions during the period May 1, 2018 through March 18, 2020. Nielsen Company denies those claims. Ultimately, OFCCP and Nielsen Company have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is another name for a settlement agreement, and it is a legal document that explains the terms of the agreement between Nielsen Company and OFCCP.

As a result, if we confirm that you are one of the Black or White applicants described above, you may be eligible for back pay and consideration for employment. You may read the Conciliation Agreement at <https://www.dol.gov/agencies/ofccp/foia/library/conciliation-agreements>.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and may not have been selected, this settlement may provide you with some specific benefits:

TURN PAGE

- (3) **You may be eligible to receive a payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Nielsen Company is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (4) **You may be eligible for a job offer.** Nielsen Company will be making job offers for Research Interviewer or Bilingual Research Interviewer positions to some of the qualified individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Nielsen Company, please express your interest on the enclosed Information Verification and Employment Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims and sign the enclosed Release form.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Information Verification and Employment Interest Form, and Release forms, and any other information you received from Nielsen Company or the U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) or the Settlement Administrator [Administrator name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Nielsen Company.

To be eligible for a payment and job opportunity, you must complete, sign, and return **both** the following enclosed documents: (1) Information Verification and Employment Interest Form and (2) Release of Claims Under Executive Order 11246 by INSERT DATE. You should mail these documents to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked or delivered by [INSERT DATE].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **INSERT NAME AND CONTACT INFORMATION OF _____** or Compliance Officer **(b) (6), (b) (7)(C)** at (210) 242-**(b) (6), (b) (7)(C)** or **(b) (6), (b) (7)(C)**@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml

B3 - Information Verification and Employment Interest Form - Nielsen San Antonio

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 The Nielsen Company (US), LLC and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

First Name: _____ Last Name: _____

Any other names you have used: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify Nielsen Company at the address below if your address, phone number and/or email address changes within the next twelve (12) months.

INSERT
Nielsen Company ADDRESS or
THIRD PARTY ADMINISTRATOR INFORMATION

Your Social Security Number: _____ - _____ - _____

Your Social Security number is required in order to process your payment for tax purposes. Your Social Security number will not be used for any other purpose.

For purposes of this settlement, it is necessary to verify your race:

African American/Black []

Asian []

Caucasian/White []

Hispanic []

Native American []

Pacific Islander []

TURN PAGE

Please indicate below whether you are currently interested in employment in a Research Interviewer or Bilingual Research Interviewer position with Nielsen Company at its San Antonio, Texas facility, and if you are currently employed by Nielsen Company. If you 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.

Yes, I am still interested in employment with Nielsen Company for a Research Interviewer position.

Yes, I am still interested in employment with Nielsen Company for a Bilingual Research Interviewer position. I understand the Bilingual Research Interviewer position requires speaking and reading proficiently in Spanish.

No, I am not currently interested in employment with Nielsen Company for a Research Interviewer or Bilingual Research Interviewer position.

I am currently employed by Nielsen Company, or I worked for Nielsen Company at some point from May 2018 to March 2020.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO NIELSEN COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

B4 - Release of Claims Under Executive Order 11246 Nielsen San Antonio

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY OR A JOB OPPORTUNITY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 (Release) is a legal document. The document states that in return for Nielsen Company paying you money, you agree that you will not file any lawsuit against The Nielsen Company (US), LLC (hereinafter “Nielsen Company”) for alleged hiring discrimination under Executive Order 11246, as amended in connection with its selection procedures for applicants in the Research Interviewer and Bilingual Research Interviewer positions. It also says that Nielsen Company 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 or a job opportunity.

In consideration of payment of at least \$ ____ (less deductions required by law) by Nielsen Company to me, which I agree is acceptable, I (print name) _____ agree to the following:

V.

I hereby waive, release and forever discharge Nielsen Company, 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 to my non-selection for employment as a Research Interviewer or Bilingual Research Interviewer on the basis of my race and/or ethnicity at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection with Nielsen Company through the Effective Date of this Release.

VI.

I understand that Nielsen Company denies that it treated me unlawfully or unfairly in any way and that Nielsen Company 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 May 7, 2020. I further agree that the payment of the aforesaid sum by Nielsen Company to me is not an admission of any liability by Nielsen Company.

TURN PAGE

VII.

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 freewill to sign this Release.

VIII.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class, by the deadline listed on the Notice to Affected Class, I will not be entitled to receive any payment (less deductions required by law) or a potential job offer from Nielsen Company.

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

Printed Name

Signature

C. Timeline⁴

Effective Date of Conciliation Agreement:		8/31/2023	
Activity	Due Date Modified Date	Number of Calendar Days from Effective Date (ED) of Agreement/Previous Action # Due to Weekend/Holiday*	
1	Nielsen Company will distribute Notice Documents to Affected Class Members identified in Attachments A1 and B1 for the Nielsen Dallas and Nielsen San Antonio establishments, respectively. Nielsen Company will provide initial notice by regular first-class mail or other appropriate means (including but not limited to email, where available). Nielsen Company will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Class Member, by the date set forth in the Timeline.	10/16/2023	46*
2	If envelopes from the initial mail notice are returned with forwarding addresses, Nielsen Company will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.	5 days of receipt	NA
3	In accordance with the Timeline, Nielsen Company will send to OFCCP status updates regarding Affected Class Members' responses to include Affected Class Members who did not respond, who responded, or who partially responded (for example missing a signature and/or information) to the first mailing, and Affected Class Members whose mail was returned to Nielsen Company with a forwarding address or undeliverable.	11/30/2023	45
4	Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.	12/20/2023	20
5	By the date set forth in the Timeline, a second mail notice will be sent to Affected Class Members with valid addresses who failed to respond to the first mail notice unless the parties agree otherwise.	1/10/2024	21
6	In accordance with the Timeline, Nielsen Company will send to OFCCP status updates regarding Affected Class Members' responses to include Affected Class Members who did not respond, who responded, or who partially responded (for example missing a signature and/or information) to the first mailing, and Affected Class Members whose mail was returned to Nielsen Company with a forwarding address or undeliverable.	2/9/2024	30
7	The final deadline for any Affected Class Member to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.	2/23/2024	130
8	All Affected Class Members (identified in Attachments A1 and B1) who are those that respond to the Notice by returning a completed and signed Information Verification and Employment Interest Form and Release of Claims by the date stated in the Notice, and whose eligibility is verified (hereinafter, Eligible Class Member(s)) as set forth in the Timeline. The Final List will include all Eligible Class Members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP.	2/23/2024	130
9	Nielsen Company will provide to OFCCP any information necessary to determine the Final List.	3/1/2024	7
10	The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. OFCCP will provide Nielsen Company the Final List by the date set forth in the Timeline.	3/8/2024	14
11	After the parties agree on the Final List, OFCCP and Nielsen Company will agree on the payment amount. The Monetary Settlement will be equally distributed to all Eligible Class Member(s) as set forth in the Timeline.	3/11/2024	3
12	Nielsen Company will issue checks or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms by the date set forth in the Timeline.	4/4/2024	24

⁴ The parties agree that throughout this timeline where United States mail is referenced, if email is successful, there is no need to use the United States mail.

13	Nielsen Company will provide OFCCP with documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth in the Timeline.	6/3/2024	60
14	Where it is determined that an Eligible Class Member did not receive a check or that a check was lost, OFCCP and the Nielsen Company will work together to provide a replacement check before any funds are redistributed to other Eligible Class Members.	Ongoing	NA
15	Nielsen Company will provide OFCCP with documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth in the Timeline.	7/18/2024	45
16	Where it is determined that an Eligible Class Member did not receive a check or that a check was lost, OFCCP and the Nielsen Company will work together to provide a replacement check before any funds are redistributed to other Eligible Class Members.	Ongoing	NA
17	Nielsen Company will provide OFCCP with documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth in the Timeline.	8/27/2024	40
18	Where it is determined that an Eligible Class Member did not receive a check or that a check was lost, OFCCP and the Nielsen Company will work together to provide a replacement check before any funds are redistributed to other Eligible Class Members.	Ongoing	NA
19	Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void.	10/1/2024	180
20	With respect to any uncashed funds, Nielsen Company will make a second distribution to all Eligible Class Members who cashed their first check by the date set forth in the Timeline. With respect to any uncashed funds, Nielsen will make a second distribution, if such distribution will amount to at least \$20.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts by the date set forth in the Timeline. If any funds remain unclaimed, they shall revert back to Nielsen to be used for EEO training.	12/2/2024	62*
21	Under this Agreement and by the date set forth in the Timeline, Nielsen Company will submit to OFCCP a revised hiring process, that describes the selection procedures outlined below (Revised Hiring Process): a Procedures to recruit, screen, interview, select, reject, and hire applicants for job group 5A Clerical positions in compliance with EO 11246. b The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in each step of the hiring process. c Procedures to ensure that persons expressing an interest in employment are tracked and dispositions/decisions are documented at each step in the hiring process. d Procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3. e Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components if statistical disparities exist.	4/1/2024	214*
22	Nielsen Company shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year.	Time of payment or end of calendar year	NA
23	As vacancies occur in Research Interviewer and Research Interviewer Bilingual jobs, Nielsen Company shall make bona fide job offers to Eligible Class Members at each respective establishment, Nielsen Dallas and Nielsen San Antonio, who have expressed interest in employment and are not currently employed in the job at issue by Nielsen Company. OFCCP took into consideration potential Affected Class Members who the Nielsen Company hired after the review period and adjusted the shortfalls per each impacted group and establishment accordingly. Nielsen Company will hire up to 56 Eligible Class Members into open positions or exhaust the list of Eligible Class Members expressing interest in employment, whichever occurs first as follows: •Nielsen Dallas – 6 Asian and 21 White Eligible Class Members •Nielsen San Antonio – 10 Black and 19 White Eligible Class Members As vacancies occur in Research Interviewer and Research Interviewer Bilingual jobs, Eligible Applicants will have priority over all other candidates for hire. Nielsen Company shall contact the Eligible Class Members through email or regular mail with a written job offer in the order in which they submitted their forms, or, if the forms are received on the same day, in the order of their original application date.	As vacancies occur	NA
Progress Reports - In each Progress Report, Nielsen Company will provide documentation pursuant to Part VI Monitoring Period and Progress Reports 3, specifically information on Reports on Financial Remedy, Reports on Job Offers, Reports on Modifications to Personnel Practices, Reports on Training, and Reports on Personnel Activity.		Due Date	
Progress Report - 1 covering the period 9/1/2023 through 2/29/2024		4/1/2024*	
Progress Report - 2 covering the period 3/1/2024 through 8/31/2024		9/30/2024	