

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

And

**JP MORGAN CHASE & CO.
383 Madison Avenue
New York, New York 10179**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated JPMorgan Chase & Co.’s (including its applicable subsidiaries, “JPMC”) functional affirmative action program (“FAAP”) covering the Investment Bank and Technology & Market Strategies function (“INV02”), and issued a Notice of Violation dated March 12, 2015 (“INV02 NOV”), and a Notice to Show Cause, dated April 1, 2016 (“INV02 NSC”), for JPMC’s INV02 FAAP, related to employment practices beginning no later than May 15, 2012, and continuing thereafter. On January 17, 2017, OFCCP filed an administrative complaint (“Administrative Complaint”), alleging that JPMC had violated the Executive Order and the regulations promulgated thereunder. There have not been any adjudicated findings with regard to the allegations in the Administrative Complaint, INV02 NOV or INV02 NSC, and JPMC contests the allegations in the Administrative Complaint, INV02 NOV and INV02 NSC.

OFCCP initiated compliance reviews of the following JPMC FAAPs, all of which are currently pending (collectively, the “Pending Compliance Reviews”):

- Consumer & Community Banking - Dallas/Fort Worth/Austin Branch Banking (“CON41”) – Initiated on or about May 7, 2019 (OFCCP Ref. No. R00211466).
- Consumer & Community Banking – Home Lending Group/Consumer Fulfillment (“HLG40”) – Initiated on or about May 20, 2019 (OFCCP Ref. No. R00211683).
- Consumer & Community Banking – Home Lending Group/Correspondent Origination (“HLG02”) – Initiated on or about May 1, 2020 (OFCCP Ref. No. R00300013).
- JPMC’s Consumer & Community Banking – New Jersey Branch Banking FAAP (“CON19”) – initiated on or about March 28, 2016, and a Pre-Determination Notice was issued on July 15, 2019. (OFCCP Ref. No. R00199631).

OFCCP and JPMC (jointly, the “Parties”) have elected to voluntarily enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”) to (a) fully and finally resolve all allegations that were included in the INV02 NOV, INV02 NSC and Administrative Complaint for the INV02 FAAP; (b) close all pending, scheduled or in-process compliance evaluations of any JPMC FAAP; (c) document JPMC’s continued commitment to pay equity through a continued pay equity analysis and adjustment program for its employees for the next five years; and (d) in

exchange for JPMC's commitment to the ongoing pay equity program and specified reporting obligations, exempt JPMC from future OFCCP compliance evaluations as described in this Agreement.

OFCCP and JPMC enter into this Agreement, and the Parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Pursuant to their obligations set forth in the Agreement, the Parties agree to jointly submit a proposed Consent Decree and Order (the "Decree") (the form of which is attached hereto as Attachment B).
 - a) Pending an administrative law judge (ALJ) entering the Decree, the Parties agree to abide by the terms thereunder as if the Decree were already in effect. The Parties further agree to use their best efforts to obtain such approval of the Decree by an ALJ.
 - b) The Parties agree that if, despite the Parties' best efforts, the Decree is not adopted by the Court consistent with 41 C.F.R. § 60-30.13, or the Consent Decree does not become and remain effective according to its terms for any reason, then: (a) the obligations on the Parties as set forth in the Consent Decree will continue to be binding upon them as part of this ERCA and they will continue to implement its terms as the full and final settlement of the claims in the Administrative Action (defined below); and (b) (1) upon JPMC's funding an escrow account with the \$800,000 back pay and interest amount that is accessible to a third-party settlement administrator for distribution of the back pay required to be made under the terms of the Decree, the Parties will file a joint motion to dismiss with prejudice the Administrative Action; and (2) if, and only if, such joint motion to dismiss with prejudice is not granted, and JPMC has funded an escrow account with the \$800,000 back pay and interest amount that is accessible to a third-party settlement administrator for distribution of the back pay to be made under the terms of the Decree, OFCCP through the Office of the Solicitor of Labor will withdraw the Administrative Complaint with prejudice.
2. This Agreement is separate and wholly independent of, and shall not be deemed to be incorporated into, any Consent Decree proposed or entered in the administrative action *OFCCP v. JPMorgan Chase & Co.*, 2017-OFC-00007 (the "Administrative Action"), or any new or related action in any way derivative of the Administrative Action. This Agreement shall not be subject to any ongoing jurisdiction of any DOL administrative tribunal, and will in all events follow the enforcement procedures contained in this Agreement, which would require the filing of a new and separate administrative enforcement action based on a violation of this Agreement.
3. OFCCP will not file any administrative or judicial proceeding under E.O. 11246 or any other law, regulation, or executive order based on any allegations or findings that OFCCP identified

or referenced, or could have identified or referenced, in connection with the pending compliance evaluations of JPMC's FAAPs.

4. In exchange for JPMC's good faith compliance with its obligations in Part V of the Agreement, OFCCP agrees (a) not to initiate any new compliance evaluations pursuant to 41 CFR § 60-1.20 or any other functionally equivalent type of review under any other regulatory authority, including, but not limited to, compliance evaluations, compliance checks, focused reviews, offsite review of records, and/or corporate management compliance evaluations at any JPMC establishments or of any JPMC FAAPs or AAPs until at least the expiration of the Exemption Period (defined below); and (b) to close any open, pending and/or scheduled compliance evaluations of any JPMC FAAPs.
5. The Parties agree that JPMC will provide reports of its compliance with this Agreement as described herein and that OFCCP shall review JPMC's compliance with this Agreement in good faith based on those reports. As part of such review, OFCCP may request clarification of the written reports, enter and inspect the premises upon reasonable notice, interview witnesses upon reasonable notice, and examine and copy documents relevant to JPMC's compliance with its obligations under this Agreement. JPMC will cooperate in good faith and permit access to its premises during normal business hours for the purposes of the review and will provide OFCCP with all hard copy and electronic reports and documents as specified in this Agreement. OFCCP has 60 days from the date of the last Progress Report described in Part VI(1) to either: (a) confirm compliance with the terms of this Agreement, or (b) notify JPMC in writing of its belief that JPMC has failed to fulfill all of its obligations under the Agreement. Before providing JPMC with Notice of non-compliance pursuant to Part II(16) of this Agreement, OFCCP will provide JPMC with informal notice and meet and confer in good faith with JPMC to resolve any issue(s) prior to the issuance of a Notice. At either party's request, such good faith meet and confer will include a senior officer or executive at JPMC and an official of OFCCP's National Office and the Northeast Regional Director. If OFCCP provides a Notice of non-compliance pursuant to Part II(16), the Agreement is automatically extended until the date that OFCCP determines that JPMC has met all of its obligations under the Agreement. All OFCCP notices described in 5(a) and 5(b) above will be in writing and sent to JPMC's legal counsel at the following mailing and email addresses: Tara Griffin, JPMorgan Chase Legal Department, 10 South Dearborn, 20th Floor, Chicago, IL 60603 (b) (6), (b) (7)(C)@Chase.com) and McGuireWoods LLP, 501 Fayetteville Street, Suite 500, Raleigh, NC 27601, Attention: William Doyle (b) (6), (b) (7)(C)@mcguirewoods.com).
6. This Agreement does not constitute an admission by JPMC of any violation of, or noncompliance with, E.O. 11246, Section 503, VEVRAA, their implementing regulations at 41 CFR Chapter 60, or any other laws or regulations. In addition, there has been no adjudicated finding of any wrongdoing, noncompliance with, or violation of E.O. 11246, Section 503, VEVRAA, or any other laws or regulations.
7. JPMC understands that nothing in this Agreement relieves JPMC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.

8. JPMC agrees not to harass, intimidate, threaten, or discriminate or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
9. The Parties understand the terms of this Agreement and enter into it knowingly and voluntarily, and intending to be legally bound by its terms.
10. This Agreement and its attachments contain the complete and final understanding of the Parties with respect to the matters referenced therein. This Agreement contains all the terms by which the Parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by the Parties.
11. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
12. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the “Effective Date”).
13. This Agreement will automatically terminate sixty (60) days after the Exemption Period (“Termination Date”). The term of the Agreement will be from the Effective Date to the Termination Date.
14. After the expiration of the Exemption Period, any JPMC FAAP or AAP establishment selected for a compliance evaluation will be selected in accordance with the selection and scheduling methodology in place at that time.
15. Each party shall bear its own fees, costs and expenses with respect to this matter.
16. Nothing in this Agreement shall be construed to prevent or preclude either party from enforcing this Agreement. If OFCCP believes that JPMC has violated the Agreement, OFCCP reserves the right to bring an action to enforce the Agreement under 41 CFR § 60-1.34. Any such action will comply with the following procedures set forth at 41 CFR § 60-1.34 as amended below:
 - A. OFCCP will send JPMC a written notice via electronic mail to (b) (6), (b) (7)(C)@jpmchase.com, and via electronic mail and overnight courier return receipt requested, to JPMC’s external legal counsel, McGuireWoods LLP, 501 Fayetteville Street, Suite 500, Raleigh, NC 27601, Attention: William Doyle (b) (6), (b) (7)(C)@mcguirewoods.com), within 60 days of JPMC’s most recent Progress Report set forth in Part VI(1) below, stating any alleged violations of the Agreement and summarizing any supporting evidence (“Notice”). Should OFCCP fail to provide a Notice to JPMC within 60 days of receipt of a Progress Report, JPMC will be deemed

- in compliance with the Agreement. JPMC will have 15 days from receipt of such timely Notice to demonstrate in writing that it has not violated the Agreement.
- B. If JPMC is unable to demonstrate that it has not violated the Agreement, or if OFCCP reasonably alleges irreparable injury, OFCCP may initiate enforcement proceedings seeking enforcement of the Agreement without issuing a show cause notice or proceeding through any other requirement.
- C. OFCCP may seek enforcement of this Agreement itself. JPMC 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.
17. The Parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence by any other agency or party to establish that JPMC is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, and the Americans with Disabilities Act.
18. This Agreement is limited to the facts of the Administrative Action and the Pending Compliance Reviews. Neither this Agreement, nor any part of any conciliation process, nor any part of the negotiations of this Agreement, shall constitute admissible evidence with respect to either party's policies, practices, or positions in any lawsuit, legal proceeding, administrative proceeding, or compliance evaluation. Notwithstanding the foregoing, this Agreement shall be admissible in legal or administrative proceedings seeking the enforcement or interpretation of this specific Agreement.
19. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.
20. This agreement is between OFCCP and JPMC and any successor, assign, parent or subsidiary of JPMC, and does not confer any rights or benefits to any other parties, other than any successor to, or parent or subsidiary of, JPMC.

PART III. SPECIAL TERMS AND CONDITIONS

1. During the Exemption Period, OFCCP will not schedule any JPMC FAAP or AAP establishment for a compliance evaluation, corporate management compliance evaluation, or any other neutrally scheduled review of any kind or under any regulation, including but not limited to a compliance review, compliance check, focused review, or offsite review of records. The listing of JPMC's FAAP is provided in the current FAAP Agreement between JPMC and OFCCP and any annual modification of the FAAP Agreement that may take place in future years during the Exemption Period. Should JPMC acquire additional U.S. establishments during the Exemption Period, it will alert OFCCP within 60 days of the close of acquisition,

and upon such notice, such acquired establishments shall be encompassed within the scheduling exemption. Such acquired establishments will be subject to the Enhanced Compliance Agreement provisions described in Part V upon integration into JPMC's compensation system, which JPMC will endeavor to undertake as soon as it is reasonably practicable.

2. The scheduling exemption is limited to the types of reviews identified in Part III(1) of this Agreement. OFCCP retains the right to investigate complaints of discrimination brought by aggrieved individuals at JPMC establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.
3. If JPMC violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action under Part II(16) of this Agreement. OFCCP may request that the remedy for a breach of the Agreement be early termination of the audit exemption period where it demonstrates that JPMC materially violated an unambiguous provision of this Agreement.
4. The Exemption Period as used in this Agreement means the period up to and including the five-year period during which JPMC's obligations under Part V are applicable plus the two-year waiting period OFCCP has for scheduling new compliance evaluations after the completion of a prior compliance evaluation or conciliation agreement.
5. This Agreement will not relieve JPMC from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire U.S. workforce, including fulfilling its obligation to maintain up-to-date FAAPs.

PART IV. ALLEGED VIOLATIONS AND REMEDIES

A. Alleged Compensation Disparities in 2010-2012 in JPMC's INV02 FAAP

1. As further described in Attachment B, OFCCP alleges that JPMC has violated Executive Order 11246 and the regulations promulgated thereunder.
2. As further described in Attachment B, JPMC denies that it engaged in unlawful actions, including, but not limited to, pay discrimination.
3. As further described in Attachment B, JPMC agrees to distribute a total and inclusive amount of Eight Hundred Thousand Dollars (\$800,000.00) in back pay and interest to resolve claims of alleged compensation disparities in the Administrative Complaint.

PART V. ENHANCED COMPLIANCE AGREEMENT

1. To proactively facilitate compliance with Executive Order 11246, JPMC will conduct the Annual Analysis set forth in Part V(2)(a) below. JPMC agrees that it will allocate a minimum of One Million Eight Hundred Thousand Dollars (\$1,800,000) per year for a five-year period for a total of \$9,000,000 over the five years for the annual pay adjustments in Part V(2)(b)

(“Pay Adjustments”). If the Pay Adjustments for any year within the five-year period are less than \$1,800,000, JPMC will use the differential between the Pay Adjustment for that year and the \$1,800,000 minimum to fund inclusion and diversity efforts and programs at JPMC (“Differential”). Although the Parties anticipate that at least \$1,800,000 in Pay Adjustments will be allocated under each year of this Agreement, in the unlikely event that such a Differential exists in any one year, JPMC agrees to immediately notify OFCCP and meet and confer in good faith to discuss the amount, calculation, and disbursement of the Differential.

2. Annual Analysis:

- A. Beginning in 2021 and for four additional years following year 2021, JPMC will conduct annual pay equity analyses of its U.S. employees to address pay equity for women and minorities using the methodology described in Attachment A during the period 2021-2026. JPMC will use a snapshot date from December of the applicable year for purposes of conducting the analyses to take account of pay increases that typically take effect during the pay cycle.
- B. Beginning in 2022 and for four additional years following 2022, JPMC will make annual pay equity adjustments during the time period January and February, using the adjustment process described in Attachment A.
- C. The statistical model set forth in Attachment A is to be used by the parties for these settlement purposes only, and it shall not be precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.
- D. If JPMC seeks to modify the model described in Attachment A, JPMC will discuss such modifications with OFCCP. The Parties will work in good faith to arrive at a mutually acceptable alternative model that reasonably addresses the rationale presented by JPMC for the requested model changes.
- E. Any alleged breach by JPMC of the specific requirements of Part V of this Agreement shall be subject to the enforcement provisions in Part II(16), following exhaustion of good faith efforts to resolve any identified concerns.

PART VI. REPORTS REQUIRED

1. **Recordkeeping.** JPMC agrees to retain all records relevant to the reports required to be submitted in compliance with this part. These records include underlying data and information such as HRIS and payroll data, and any other records or data used to generate the required reports. JPMC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. JPMC will submit reports to:

Diana Sen
Northeast Regional Director
U.S. Department of Labor, OFCCP
201 Varick St., Rm. 750

New York, NY 10014

(b) (6), (b) (7)(C)@dol.gov

3. JPMC agrees to submit specific reports to the Northeast Regional Director of OFCCP as follows:
 - A. *Progress Report on compliance with Part V.* By May 15 of each year from 2022 to 2026, JPMC will report to OFCCP that it made the Pay Adjustments required in accordance with Part V of this Agreement (“Progress Report”). JPMC will certify in the Progress Report that the Pay Adjustment was identified by the model in Attachment A and that the Pay Adjustments in the aggregate satisfy JPMC’s obligations under Part V and Attachment A.
 - a. For Pay Adjustments totaling up to and including \$1.8 million in the aggregate, the Annual Progress Report will include the following information: an Employee ID number, race and gender of the recipient of the Pay Adjustment, and the adjustment amount in percentage and nominal terms. If the Pay Adjustments are in excess of \$1.8 million in the aggregate, JPMC needs only to provide an Annual Progress Report consistent with Attachment A and Part VI(3)(A)(b) below.
 - b. Each Annual Progress Report will include a certification from JPMC that the Pay Adjustments made were identified by the model in Attachment A, and that the Pay Adjustments in the aggregate satisfy JPMC’s obligations under Part V of the Agreement.
 - B. *Report of Differential used for diversity and inclusion efforts and programs.* For any Differential used to fund inclusion and diversity programs as set forth in Part V(1), JPMC agrees to provide OFCCP with a report showing how the Differential was allocated for inclusion and diversity programs.
 - C. *AAP Plan Certifications:* No later than December 31 of each year during the Reporting Exemption Period, JPMC will submit a signed certification that JPMC has developed its annual Functional Affirmative Action Plans required under E.O. 11246, Section 503, and VEVRAA.
4. To the maximum extent permitted by law, both parties will treat Attachment A and any Progress Report or information JPMC provides to OFCCP under this Agreement as confidential and privileged, and OFCCP will not disclose such confidential information or materials unless disclosure is ordered by a court of competent jurisdiction after exhausting any available appeals, or JPMC consents to such disclosure in writing. In the event a Freedom of Information Act (“FOIA”) request, or any other request, for any materials or information provided by JPMC to OFCCP pursuant to this Agreement, OFCCP shall promptly notify JPMC of such request in writing. OFCCP shall work closely with JPMC to assert all applicable privileges and exemptions, including without limitation FOIA Exemptions 4, 5, and 8, which the Parties agree are applicable, and OFCCP shall not release any such materials or information

unless ordered by a court of competent jurisdiction after exhausting any available appeals, or consented to by JPMc in writing.

PART VII. SIGNATURES

The person signing this Agreement on behalf of JPMC and OFCCP personally warrants that he/she is fully authorized to do so, that each Party has entered into this Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on each Party. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and JP Morgan Chase & Co.

DATE: 11/2/2020

DATE: 11/02/2020

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

Valerie Vickers
Executive Director
Enterprise Affirmative Action
JPMorgan Chase

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

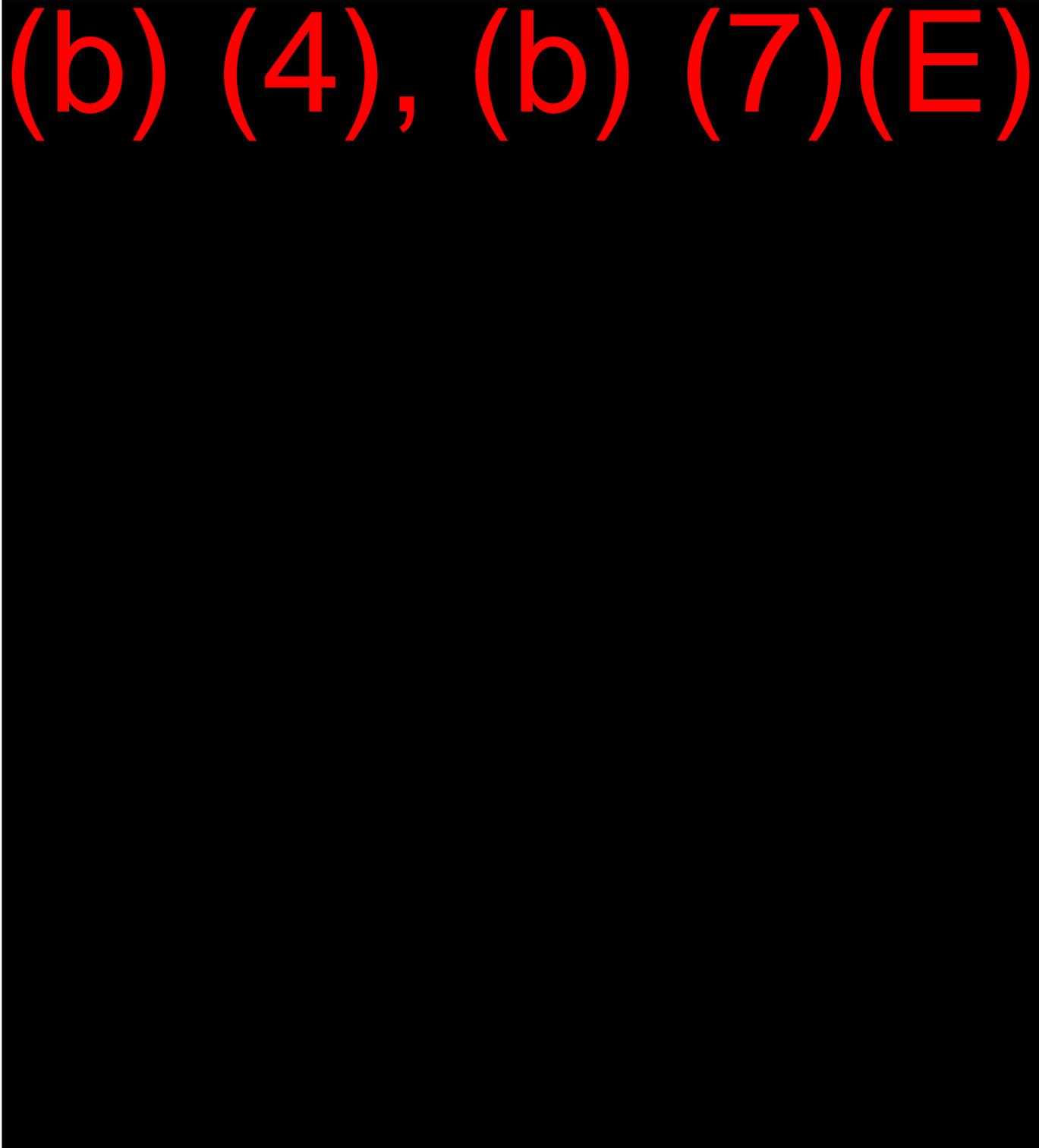
Diana S. Sen
Northeast Regional Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor
201 Varick Street, Room 750
New York, NY 10014

ATTACHMENTS

- A. Confidential and Common Interest Privileged Pay Equity Analysis Regression Model
– Exempt from FOIA Disclosure
- B. Proposed Consent Decree

CONFIDENTIAL AND COMMON INTEREST
EXEMPT FROM FOIA DISCLOSURE

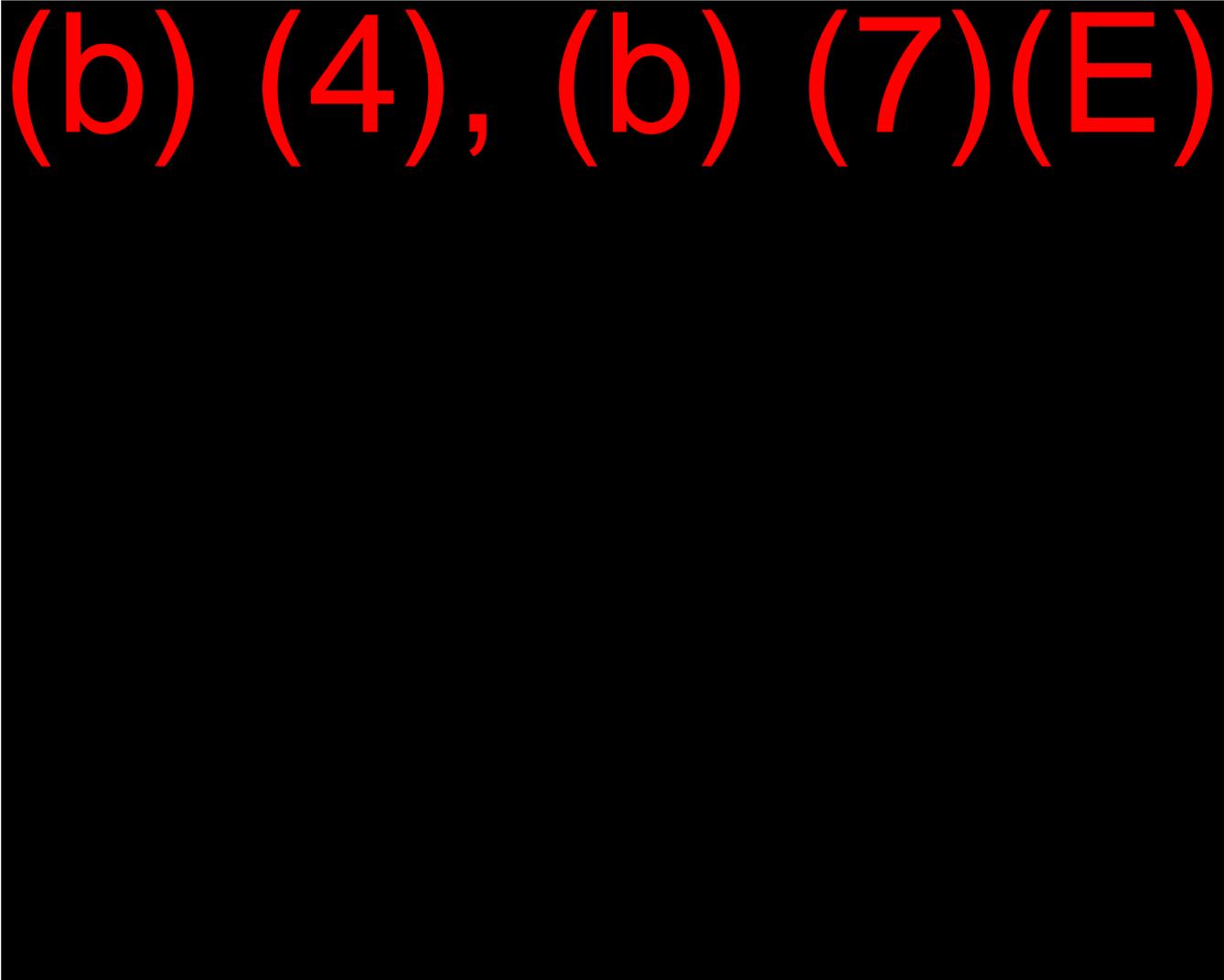
(b) (4), (b) (7)(E)



(b) (4), (b) (7)(E)



(b) (4), (b) (7)(E)



**Office of Federal Contract
Compliance Programs,**
United States Department of Labor,

Plaintiff,

v.

JPMorgan Chase & Co.,

Defendant.

Case No. 2017-OFC-00007

[PROPOSED] CONSENT DECREE AND ORDER

Plaintiff, Office of Federal Contract Compliance Programs, United States Department of Labor (“OFCCP”) and Defendant JPMorgan Chase & Co. (including its applicable subsidiaries, “JPMC”) have negotiated and executed this Consent Decree and Order. The parties agree, pursuant to 41 C.F.R. 60-30.13, to the entry of this Consent Decree and Order (“Decree”). This Decree constitutes a complete and final settlement of OFCCP’s Administrative Complaint, Case No. 2017-OFC-00007, filed on January 17, 2017 (“Administrative Complaint”). Separate and apart from this Consent Decree, the parties have also entered into an Early Resolution Conciliation Agreement.

Procedural Background and Scope of Resolution

1. This action was brought pursuant to Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. chapter 60.
2. OFCCP evaluated JPMC’s functional affirmative action program (“FAAP”) covering the Investment Bank and Technology & Market Strategies function (“INV02”). The issues resolved by this Decree were initially identified during OFCCP’s compliance evaluation. OFCCP notified JPMC of the specific alleged violations and the corrective actions required in

a Notice of Violations (“NOV”) issued on March 12, 2015, and in a Notice to Show Cause (“SCN”) issued on April 1, 2016.

3. OFCCP filed its Administrative Complaint on January 17, 2017, alleging that JPMC has violated E.O. 11246 and the regulations promulgated thereunder.
4. JPMC denies the allegations contained in the Administrative Complaint and denies that it has violated E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”), as amended, or any other laws. This Decree does not constitute an admission by JPMC of any violation of E.O. 11246, Section 503, VEVRAA, or any other laws. Nor has there been any court finding that JPMC violated any laws or regulations as alleged in the Administrative Complaint.

Full Resolution of OFCCP’s Allegations

5. This Decree constitutes full and final settlement and resolution of all issues, actions, causes of action and claims arising out of OFCCP’s Administrative Complaint. This Decree shall be binding upon the parties as to all issues, actions, causes of action and claims that were brought or could have been brought within the scope of OFCCP’s Administrative Complaint.
6. *Monetary Settlement for Alleged Compensation Disparities.* To fully and finally resolve all allegations included in, or that could have been included in, the INV02 NOV, the INV02 NSC, and the Administrative Complaint, and expressly denying the truth and accuracy of any such allegations, JPMC agrees to distribute a total and inclusive amount of Eight Hundred Thousand Dollars (\$800,000.00) to resolve claims of back pay and interest for the Eligible Class Members (defined below) on the Final Class Member List described in the Timeline (defined below) pursuant to the process set forth below.

7. *Notice.* JPMC and its third-party administrator will comply with the requirements and dates in Attachment 4 (“Timeline”) to notify the individuals listed in Attachment 1 (“INV02 Class Members”) of the terms of this Agreement and to obtain a completed and executed release for any Class Members which is required to receive payment under this Agreement. Attachment 1 shall be filed under seal to protect the personal identity and financial information of the class members. Pursuant to the Timeline, JPMC’s settlement administrator will send to the List of Class Members by certified mail: (i) the Notice in the form of Attachment 2 (“INV02 Notice”), (ii) the Release of Claims Under Executive Order 11246 in form of Attachment 3 (“INV02 Release”), and (iii) a postage-paid return envelope. The parties will meet and confer regarding the Timetable and may adjust the deadlines by mutual consent without seeking approval by the Court.
8. *Eligibility.* All Class Members who comply with the requirements in the Notice, including returning a completed and executed Release by the deadline included in the Notice (“Eligible Class Members”), will be eligible for a payment. If a Class Member does not return a completed and executed Release within the prescribed deadline, the Class Member will not be entitled to any payment of back pay or any other relief pursuant to this Agreement.
9. *Taxes.* Any distribution under this Decree to Eligible Class Members will be subject to contributions and deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer’s and class members’ share of FICA and FUTA taxes). JPMC or its third-party administrator shall provide 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 Member either at the time of payment, electronically or with the settlement

checks, or at the end of the year. Eligible Class Members will have an opportunity to provide an updated IRS Form W-4 at the time they return the executed Release, and if they do not provide an updated IRS Form W-4, the payment will be processed based on the information JPMC presently has on file including, but not limited to, address and withholding elections.

10. *Report to OFCCP.* Within 120 days of the last distribution of payments under the Timetable, JPMC shall provide documentation to OFCCP of the monetary payments to all Eligible Class Members as specified herein. The documentation must include the names of all Eligible Class Members who were paid and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. JPMC must provide OFCCP with copies of all canceled checks upon request.
11. It is the parties' belief that approval of this settlement is in the public interest and will further the intent and purpose of E.O. 11246.

General Provisions

12. Nothing herein is intended to relieve JPMC from compliance with the requirements of E.O. 11246 and/or 41 C.F.R. chapter 60.
13. JPMC agrees not to harass, intimidate, threaten, or discriminate or otherwise retaliate against any individual because the individual benefits from this Decree or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRRA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
14. Each party agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.
15. This Decree shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.

16. Pursuant to 41 C.F.R. § 60-30.13(b)(2), the entire record upon which this Decree is based shall consist solely of OFCCP's Administrative Complaint No. 2017-OFC-00007 and this Decree.
17. Except as otherwise provided herein, the parties hereby waive any further procedural steps provided in 41 C.F.R. chapter 60-30 for a final administrative order.
18. The parties waive any right to challenge or contest the validity of the provisions of this Decree and any order issued in accordance with this Decree.
19. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Decree in accordance with its terms. The Office of Administrative Law Judges shall retain jurisdiction of this case for a period of thirty (30) days after JPMC provides documentation to OFCCP of the payments to Eligible Class Members under Paragraph 10, above. At such time, this enforcement action shall be dismissed with prejudice.
20. OFCCP shall be solely responsible for initiating enforcement of compliance with the terms of the Decree.
21. If at any time during the term of this Decree OFCCP believes that JPMC has violated any portion of this Decree, OFCCP will promptly notify JPMC in writing. This notification will include a statement of the alleged violations and the facts and circumstances OFCCP relied upon in forming that belief. JPMC will have fifteen (15) days in which to respond in writing to the allegations of violation, except in those circumstances in which OFCCP alleges that such a delay would result in irreparable injury.
22. Enforcement proceedings for violation of this Decree may be initiated at any time after the fifteen (15) day period has elapsed (or sooner if irreparable injury is alleged), and upon filing with the Office of Administrative Law Judges a motion for an order of enforcement and/or

sanctions, along with a proposed order. If a motion for an order of enforcement or clarification made by OFCCP or JPMC is unopposed, the motion may be presented to the Administrative Law Judge without a hearing, and the proposed order may be implemented immediately. If the application or motion of OFCCP or JPMC is opposed by the other party, the party in opposition shall file a written response within fifteen (15) days of service of such motion.

The Consent Decree herein set forth is hereby **APPROVED** and shall constitute the final Administrative Order in this case.

ORDERED this ____ day of _____, 202__, at Boston, MA.

Jerry R. DeMaio
Administrative Law Judge

**For the Office of Federal Contract
Compliance Programs, United States
Department of Labor:**

KATE S. O'SCANNLAIN
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

SUDWITI CHANDA
Counsel for Civil Rights
U.S. Department of Labor
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014

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

ANNA LAURA BENNETT
Senior Attorney

ALEXANDER M. KONDO
Senior Trial Attorney

MOLLY J. THEOBALD
Attorney

Date: _____

For JPMorgan Chase & Co.:

WILLIAM E. DOYLE, JR.
McGuireWoods LLP
501 Fayetteville Street, Suite 500
Raleigh, NC 27601

ELENA D. MARCUSS
McGuireWoods LLP
500 East Pratt Street, Suite 1000
Baltimore, MD 21202

BRUCE M. STEEN
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202

Date: _____

CONFIDENTIAL
EXEMPT FROM FOIA DISCLOSURE

Attachment 1: List of INV02 Class Members

No.	Employee Name	Back Pay and Interest
1	(b) (6), (b) (7)(C)(b) (4)	
2		
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Attachment 2: INV02 Notice

Notice to Affected Class Members

We are writing to provide information about a legal settlement between the U.S. Department of Labor (“DOL”) and JPMORGAN CHASE & CO. (“JPMC”) that may benefit you. This settlement involves alleged claims of gender discrimination in compensation for the years 2010-2012 for certain employees in JPMC’s Functional Affirmative Action Program (“FAAP”) covering Investment Bank and Technology & Market Strategies function (INV02). JPMC disputes claims that it engaged in any unlawful discrimination as alleged by the DOL. Our records show that you may be one of the class members 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 with JPMC.

ARE YOU AFFECTED?

The settlement covers certain women who were employed in certain job titles and had an alleged disparity in compensation in JPMC’s INV02 FAAP between 2010 and 2012.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of JPMC’s compensation practices during 2010-2012 for its INV02 FAAP. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that JPMC discriminated against female employees in particular job titles in compensation. JPMC denies those allegations. Ultimately, OFCCP and JPMC have agreed to resolve the issue through an agreement and Consent Decree. A Consent Decree is a legal document that explains the terms of an agreement between JPMC and OFCCP.

As a result, affected class members may be eligible for back pay and interest.

WHAT DOES THIS MEAN FOR YOU?

Because you were employed during the relevant time frame and in the relevant job titles, this settlement may provide you with back pay benefits as follows:

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 interest for the 2010-2012 time period. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive back pay benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed document entitled “Release of Claims Under Executive Order 11246” (“Release”).

To be eligible for a payment, you must complete, sign, and return the following enclosed “Release to:

[INSERT CLAIMS COMPANY]

DEADLINE: The completed and signed Release must be postmarked to the address above no later than 30 days from the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement.

[Name Notice deadline date in Attachment 4]

If you fail to return a completed and signed Release by the deadline above, you will not be eligible to receive any money available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the DOL [insert contact] or JPMC at [xxx]. You can also visit the U.S. Department of Labor web site about this case at www.dol.gov/ofccp/cml.

Attachment 3: INV02 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST TIMELY RETURN A COMPLETED AND SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. The document states that in return for JPMORGAN CHASE & CO. (including its applicable subsidiaries, “JPMC”) making a certain payment to you, you agree that you will not file any lawsuit against JPMC for alleged pay discrimination under Executive Order 11246. It also says that JPMC does not admit it violated any laws. This Release says you had sufficient time to review the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to JPMC’s compensation practices during my employment with JPMC through the Effective Date of this Release. I hereby release JPMC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for any additional relief obtained through any action based on or involving JPMC’s compensation practices through the Effective Date of this Release that was or could have been brought under Executive Order 11246.

II.

I understand that JPMC does not agree that it treated me unlawfully or unfairly in any way and that JPMC entered into a Consent Decree with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above solely to resolve alleged compensation disparities arising from the OFCCP’s compliance review of JPMC’s INV02 FAAP for the years 2010-2012 without further legal proceedings. I further agree that the payment of the aforesaid sum by JPMC to me is not to be construed as an admission of any liability by JPMC.

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 [insert], by the deadline listed on

the Notice to Affected Class Members, I will not be entitled to receive any payment.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment 4: Timeline

ACTIVITY	REQUIREMENT	DATE
JPMC Mails Notice Documents (First Mailing)	JPMC shall notify Class Members of this settlement within 60 days of the Effective Date of this Consent Decree by mailing to each Class Member via certified mail a Notice of Affected Class Member (“Notice”) in the form of Attachment 2; a Release of Claims under Executive Order 11246 in the form of Attachment 3 (“Release”); and a self-addressed stamped envelope.	
Postmark Deadline for Affected Applicants to Reply to Notice	Each Class Member shall be given 30 days from the mailing of the Notice to return a completed and executed Release to JPMC’s settlement administrator.	
JPMC Notifies OFCCP of Unreturned and Undeliverable Mailings	Within 45 days of JPMC’s mailing of the Notice Documents, JPMC shall provide OFCCP with a list of Class Members who did not timely return a completed and executed Release.	
OFCCP Provides Updated Contact Information to JPMC	Within 30 days of receiving notice of the undeliverable mailings from JPMC, OFCCP shall conduct a search to attempt to locate the Class Members whose Notice and Release were returned as undeliverable or who did not provide a timely completed and executed Release.	
JPMC Mails Notice Documents (Second Mailing)	For all Class Members that OFCCP locates (“OFCCP Located Class Member”), JPMC shall send via certified mail another Notice, Release, and self-addressed stamped envelope	

ACTIVITY	REQUIREMENT	DATE
	("Second Notice") within 15 days of receiving the Class Member's address.	
Postmark Deadline for OFCCP Located Class Members to Reply to Second Notice	Each OFCCP Located Class Member shall be given an additional 30 days from the mailing of the Second Notice to return a completed and executed Release to JPMC's settlement administrator.	
JPMC Provides List of Eligible Class Members and Class Members who had Releases Rejected	Within 30 days after the deadline in the Second Notice, JPMC shall provide to OFCCP a list of all Class Members who timely submitted a completed and executed Release ("Eligible Class Members") and list of Releases that were rejected with reason.	
OFCCP Reviews and Approves Final List and Distribution Amounts	Within 30 days of JPMC providing the List of Eligible Class Members, OFCCP shall approve the list of Eligible Class Members and provide the final individual allocation. The approved list of Class Members shall constitute the "Final Class Member List."	
JPMC Mails Back Pay Checks to Eligible Class Members	Within 30 days of JPMC receiving the Final Class Member List from OFCCP, JPMC will mail the back pay checks to Eligible Class Members.	
Notifies OFCCP of Any Checks Returned as Undeliverable	Within 30 days of mailing the back pay checks to Eligible Class Members, JPMC will notify the Regional Director of the Northeast Region of the OFCCP of the receipt of a check to a class member that was returned as undeliverable.	

ACTIVITY	REQUIREMENT	DATE
OFCCP Provides Updated Addresses	Within 30 days of JPMC’s notice of undeliverable checks to Eligible Class Members, OFCCP will attempt to locate the class member. If OFCCP obtains an alternate address in the designated time period, OFCCP will advise JPMC of the address by email.	
JPMC Mails Back pay Checks to New Addresses	JPMC will resend the back pay check to the new addresses provided by OFCCP within 15 days of receipt of the new address.	
Distribution of Remaining Funds to Eligible Class Members	With respect to any uncashed funds, JPMC will make a second distribution, in equal shares, to all Class Members who cashed their first check. JPMC will mail the second distribution to such participants within 120 days of mailing the checks to Eligible Class Members.	