

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

**AND**

**LOCKE LORD LLP  
(formerly EDWARDS WILDMAN LLP)  
2800 FINANCIAL PLAZA  
WESTMINSTER ST.  
PROVIDENCE, RI 02903-2407**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Locke Lord LLP's (hereinafter Contractor) establishment located at 2800 Financial Plaza, Westminster St., Providence, RI 02903-2407, beginning on July 29, 2014. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended, and its respective implementing regulations at 41 C.F.R. Sections 60-1- 60-3.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violations (NOV) issued on October 1, 2018.

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 Contractor enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for Contractor's fulfillment of all obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor will permit access to its premises, upon reasonable notice, during normal business hours for these purposes and will provide

OFCCP with all hard copy or electronic reports and documents it requests related to enforcement of this Agreement, including those specified in this Agreement.

3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the applicable requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Contractor 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 Northeast Regional Director (the "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 Contractor submits the final report required in Section VIII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
  - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor shall have fifteen (15) days from receipt of 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 former employees.
    - iii. If Contractor is unable to demonstrate its compliance with the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated

immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by the Contractor, 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.
- a. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
12. Contractor denies any violation of the Executive Order, Section 503, or VEVRAA, and there has not 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.
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 B, 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. Discrimination Violation**

1. **Violation:** It is OFCCP’s position that from January 1, 2012 to March 31, 2014, Contractor discriminated against 22 females employed in the Associate position by paying them less, in bonus pay, than similarly situated males employed in the same position, which is in violation of 41 C.F.R. 60-1.4(a)(1).

OFCCP performed a regression analysis, based on information gathered during the compliance review and information received in Contractor’s response to the PDN, which shows that during the years 2012-2014, Contractor paid 22 females employed in the Associate position lower bonuses than similarly situated male employees. OFCCP’s analysis demonstrates that a statistically significant disparity in bonus compensation remained even when legitimate factors affecting bonuses were taken into account.

#### **IV. Financial Remedy**

##### **1. Settlement Account**

- a. **Settlement Fund Account.** Within fifteen (15) days after the Effective Date, Contractor will deposit a total of \$150,000 in an FDIC-insured interest bearing account maintained by Contractor at the prevailing interest rate. By the deadline set forth in the timeline, Contractor will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the timeline, Contractor will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. The Contractor's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Contractor will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$150,000 in back pay and interest to resolve specific violations set forth above, as follows:
  1. **Violation 1:** \$124,947.45 in back pay and \$25,052.55 in interest.

##### **2. Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the Eligible Employees/Former Employees in proportional amounts based on length of service during the relevant time period. 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/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Employees/Affected Former Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees/Affected Former Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Employees/Eligible Former Employees). These individuals will be listed on the Final List of Eligible Employees/Eligible Former Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Employee/Eligible Former Employee based on the formula or other terms provided in this Agreement. All Eligible

Employees/Eligible Former Employees are entitled to their share of the monetary settlement regardless of whether they are currently employed with Contractor.

- c. **Payments to Eligible Employees/Eligible Former Employees.** OFCCP will provide Contractor a list of the payment amount for each Eligible Employee/Eligible Former Employee on the Final List by the date set forth on the timeline. Contractor will issue checks or make electronic payments to each Eligible Employee/Eligible Former Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Employee/Eligible Former Employee will be void. With respect to any uncashed funds, Contractor will make a second distribution to all Eligible Employees/Eligible Former Employees who cashed their first check.
- d. **Tax Payments, Forms and Reporting.** Contractor will pay the Contractor's share of social security withholdings, and any other, tax payments required by law from additional funds separate from the Settlement Fund. Contractor shall mail to each Eligible Employee/Eligible Former Employee 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 Employees/Eligible Former Employee either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Employee/Eligible Former Employee 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 Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Employees/Affected Former Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Employees/Affected Former Employees seeking information about their rights and obligations under this Agreement. As specified in the timeline and as otherwise necessary to fulfill this Agreement, Contractor 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 Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Contractor will distribute the Notice Documents to Affected Employees/Affected Former Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents

may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions, or a cover sheet, , or other information that better enables Affected Employees/Affected Former Employees to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Contractor, if proposed by either party.

- c. **Timeline.** Attachment B 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.
- d. **Search for Affected Employees/Affected Former Employees.** OFCCP shall provide Contractor with complete contact information in its possession or its authority to obtain on the Affected Employees/Affected Former Employees by the date set forth in the timeline below.
- e. **Distribution of Mail Notice to Affected Employees/Affected Former Employees.** Contractor will provide initial notice by regular first-class mail. Contractor 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 Employees/Affected Former Employees, by the date set forth in the timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

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. A second mail notice will be sent to Affected Employees/Affected Former Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Contractor 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. These other means will be designed to maximize the ability of Affected Employees/Affected Former Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Employees/Affected Former Employees about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.

- g. **Notice Deadline.** The final deadline for any Affected Employees/Affected Former Employees to respond to the Notice and timeline documents will be set forth in these documents, but shall be no less than 30 days from the date of mailing of the Notice and timeline documents. The parties will prominently display this deadline on all materials they distribute in paper or electronic 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees/Affected Former Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or electronically regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Employees/Affected Former Employees with questions or concerns.
- i. **Exchange of Information Regarding Affected Employees/Affected Former Employees.** The Contractor and OFCCP will timely exchange information regarding Affected Employees/Affected Former Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Employees and Eligible Former Employees.** The Final List will include all Affected Employees/Affected Former Employees who timely respond to the Notice and Timeline Documents by the deadline set forth in the Notice and Timeline documents 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 Employees/Eligible Former employees 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. The Contractor will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees/Eligible Former Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Contractor will provide similar documentation on the second distribution.
- l. **Contractor's Expenses.** Contractor 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.

## **V. Additional Individual Relief**

### **1. Pay Adjustments**

#### Impact Analyses and Prospective Bonus Compensation.

Contractor will conduct regression analyses of bonuses for Associate positions in its Providence AAP using payroll data that is current as of December 31, 2021 and December 31, 2022. Each regression analysis will control for class year, geographic location, department, performance, working attorney receipts, and billable hours. If the regression analysis results in a statistically significant test statistic (t-statistic) of -1.96 or less (i.e., adverse to Females), Contractor agrees to increase the bonuses of the affected Females within 30 days after conducting the regression analysis in an amount that makes them equivalent to the bonuses of similarly situated males in the Associate positions in its Providence AAP.

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

Contractor will ensure that all employees are afforded equal employment opportunities. Contractor agrees to continue or to implement the corrective actions detailed below.

1. Evaluation. For Associates in its Providence AAP, Contractor will conduct a study to evaluate whether bonus decisions have a disproportionately negative effect on the bonuses of Females. Thorough evaluation and monitoring will be in accordance with 41 C.F.R. § 60-3 and 41 C.F.R. § 60-2.17(b). Contractor will provide OFCCP with the process and procedures for making bonus decisions as part of reporting.
2. Review and Revise. Contractor will review and revise in writing, the policies and procedures it uses to make bonus compensation decisions for Associates in its Providence AAP to ensure that Contractor's practices do not have an adverse impact on Females. Contractor will review and revise in writing, procedures to ensure that bonus compensation decisions are tracked and evaluated for compliance with the Compensation Process.
3. Contractor will train all individuals involved in determining compensation for Associates on all new and revised policies, procedures, and programs developed under Section VI of this Agreement.
4. Self-monitoring/Auditing. Contractor will monitor bonuses for Associates in its Providence AAP for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that may be established in accordance with 41 CFR § 60-2.17(b).
  - a) Contractor expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

- b) Contractor commits to self-monitor its bonus program for the Associate position in its Providence AAP on an annual basis in accordance with 41 CPR § 60-2.17(b) and (c). Contractor will perform a regression analysis controlling for class year, geographic location, department, performance, working attorney receipts, and billable hours.
- c) Contractor will evaluate (1) whether the eligibility criteria for determining bonus compensation for Associates in the Providence AAP are uniformly applied without regard to gender and (2) whether Eligible Employees receive bonus compensation in nondiscriminatory amounts.
- d) If Contractor finds evidence that the criteria was not uniformly applied to Providence AAP Associates, it will create a written guidance document explaining the criteria and procedures for awarding bonus compensation and it will provide related training to all individuals who make bonus compensation decisions.
- e) If there is a statistically significant difference in the bonus compensation of different gender groups among the Associates in the Providence AAP, Contractor agrees to adjust bonus compensation to correct any disparities found.

## **VII. Technical Violations and Remedies**

1. Violation: Contractor failed to preserve all personnel and/or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, which occurred later, as required by 41 CFR 60-1.12. Specifically for the period of January 1, 2012 to March 31, 2014, Contractor failed to preserve all copies of job assignments, rates of pay, or other terms of compensation, including bonus pay, working attorney receipts, performance ratings, minutes of meetings related to bonus decisions, and qualitative assessments from partners and administrators for Associates.  
  
Remedy: On February 15, 2019, after the issuance of the NOV Contractor provided the personnel and/or employment records relating to job assignments, rates of pay, or other terms of compensation, including bonus pay, working attorney receipts, performance ratings, and information related to compensation/bonus decisions. Contractor will ensure it keeps all records as required by 41 CFR 60-1.12. No reporting is required on this violation.
2. Violation: Contractor failed to perform an effective in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Contractor failed to identify, through in-depth analysis, whether there were gender-based disparities in its bonus compensation systems as applicable to individuals employed as Associates in its Providence AAP. Had Contractor performed an effective in-depth analysis as required by 41 CFR §60-2.17(b)(3), it would have identified the significant disparities in its bonus pay system

applicable to Associates in its Providence AAP. Accordingly, the issue should have been included as part of Contractor's Identification of Problem Areas.

Remedy: Contractor will perform an in-depth analysis of its bonus pay system to determine whether and where impediments to equal opportunity exist, including analyzing all impediments that result in gender-based bonus compensation disparities. Contractor will incorporate these analyses and determinations into the Identification of Problem Areas section of its now-current Affirmative Action Programs (AAPs). Additionally, Contractor will update these analyses annually and incorporate them into future AAPs.

3. Violation: Contractor failed to develop and implement an auditing system that measured the effectiveness of its total affirmative action program (AAP), as required by 41 CFR § 60-2.17(d)(1)-(4). Specifically, Contractor did not monitor records of all personnel activity; did not require internal reporting on a scheduled basis; did not review and report results with all levels of management; did not advise top management of program effectiveness; and did not submit recommendations to improve unsatisfactory performance.

Remedy: Contractor will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program in accordance with 41 C.F.R. § 60-2.17(d)(1)-(4), including identifying barriers to equal employment opportunity, particularly with regard to Female employees, when administering its bonus pay practices for the Associates position in its Providence AAP.

The internal audit and reporting system must include the following:

- a. Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and bonus compensation decisions, at the Associate position in its Providence AAP to ensure that its nondiscriminatory policy is carried out;
- b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Reviewing report results with all levels of management; and
- d. Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

#### **VIII. OFCCP Timeline Activity and Monitoring Period**

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Paragraph 2, below.

These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data and personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. **Timeline Activity**

Regarding the Bonus Compensation Violation, Contractor agrees to submit the following materials based on the following timeline:

- a. Within **seventy-five (75) calendar days** of the Effective Date of this Agreement, Contractor will submit:
  - i. Documentation of the First Mailings of the "Notice," "Information Verification Form" to the Eligible Class Member Employees, and
  - ii. A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
    - a) Within **fifteen (15) calendar days**, the OFCCP will provide updated addresses for Eligible Class Members who did not respond to the Notice and Information Verification Form.
    - b) Within **fifteen (15) calendar days** of receipt, the Contractor will submit documentation of the mailing of the Notice and Information Verification Form to Class Members for whom OFCCP has located updated addresses.
- b. Within **one-hundred thirty (130) calendar days** of the Effective Date of this Agreement, Contractor will provide OFCCP with a Final List of Eligible Employees/Eligible Former Employees.
- c. Within **one-hundred eighty (180) days** from the Effective Date of this Agreement, Contractor will notify OFCCP of the disbursement the Monetary Settlement.
- d. Within **two-hundred ten (210) days** from the Effective Date of this Agreement, Contractor will submit notification to OFCCP of undeliverable/returned checks.
  - i. Documentation of the mailing of the "Notice," "Information Verification Form" to the Eligible Class Member Employees, and
  - ii. A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
- e. Within **two-hundred sixty (260) days** from the Effective Date of this Agreement,

the Contractor will provide OFCCP with notification of the second check distribution to Affected Class Members who cashed their first check.

### 3. Monitoring

**Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

**Progress Report 1:** Due on March 15, 2021 and covering the period from the Effective date of this Agreement to December 31, 2020.

**Progress Report 2:** Due on March 15, 2022 and covering the period January 1, 2021 to December 31, 2021.

**Progress Report 3:** Due on March 15, 2023 and covering the period January 1, 2022 to December 31, 2022.

Contractor will submit reports to: Rhonda Aubin-Smith, District Director, OFCCP Boston District Office, JFK Federal Building, Room E-235, Boston, MA 02203 or via e-mail at (b) (6), (b) (7)(C)@dol.gov. Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent, any of the reports Contractor provides in accordance with this agreement are customarily kept private or closely held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor 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 maximum extent by law.

- a. **Report on Bonus Compensation Process:** In Progress Report One, Contractor will submit a copy of the written Bonus Compensation Process.
- b. **Reports on Impact Analysis of Bonus Compensation:** As described in Section V(1) of this Agreement, the Contractor will provide OFCCP, via email and/or overnight mail, the database, output, and statistical log for each of the 2021 and 2022 Regression Analyses. These Statistical Analyses will be conducted every year and submitted as follows:
  - i. Progress Report Two – 2021 Regression Analysis
  - ii. Progress Report Three – 2022 Regression Analysis
- c. **Reports on Bonus Adjustments (if applicable).** In Progress Report Two and Three, Contractor will monitor the administration of bonuses for any indication of statistically adverse indicators and will report on all pay adjustments made to date pursuant to the Agreement as well as the date of the adjustment.

- d. **Affirmative Action Programs.** In Progress Reports One and Three, Contractor will submit its current year AAP for E.O. 11246, to the extent Contractor remains subject to E.O. 11246.
  - e. **Reports on Modifications to Personnel Practices.** In each Progress Report, Contractor 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 bonus compensation policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
    - i. Documentation that all managers, supervisors and other personnel involved in making bonus decisions for Associate positions have been trained on all new and revised policies, procedures, and programs developed under VI of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, and an outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
  - f. **Reporting for Technical Violations:** In Reports One and Three, Contractor will submit as part of its E.O. AAP, a copy of its Identification of Problem Areas as required under the Remedy to violation 1 and a narrative on their internal Audit and Reporting as required under the Remedy to violation 3, Section VII. The reporting documents for the Remedies to violations 2 and 3 will be submitted separately in Report Two.
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 Contractor's final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

## II. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Locke Lord LLP, One Financial Plaza, Suite 2800, Westminster St., Providence, RI 02903.

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

Miles E. Holsworth  
COO/Executive Director  
Locke Lord LLP

Date: 9-15-2020

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

Mandi B. Costa  
Assistant District Director  
Boston District Office  
Northeast Region

Date: 09/17/2020

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

Diana Sen  
Regional Director  
Northeast Region

Date: 9/17/20

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

(b) (6), (b) (7)(E)  
Compliance Officer  
Boston District Office  
Northeast Region

Date: 09/17/2020

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

Rhonda Aubin-Smith  
District Director  
Boston District Office  
Northeast Region

Date: 09/17/2020

Attachments:

- A. List of Affected Class Members
- B. Timeline
- C. Notice Documents
- D. Release of Claims
- E. Information Verification Form

ATTACHMENT A

List of Affected Class Members

Old EMP #	New EMP #	Class Member Name
<b>(b) (6), (b) (7)(C)</b>		

## ATTACHMENT B

### Timeline

ACTIVITY	DATE
Contractor deposits settlement fund in bank	15 days from effective Date
Contractor notifies OFCCP the settlement amounts have been deposited and provide appropriate documentation to OFCCP	20 Days from Effective Date
OFCCP and Contractor meet to discuss notice process	20 Days from Effective Date
OFCCP provides contact information it has for Class Members	25 Days from Effective Date
Contractor Mails Notice Documents (First Mailing)	30 Days from Effective Date
Parties Confer on results of initial mail notice.	60 Days from Effective Date
OFCCP provides updated addresses for eligible class members who didn't respond to the Notice and Information verification form	70 days from Effective Date
Contractor sends Second Notice to Affected Class Members to Determine Eligibility	75 Days from Effective Date
The final deadline for any Affected Employee/Affected Former Employee to respond to the notice	120 Days from Effective Date
The Parties meet to establish the Final List of Eligible Employees/Eligible Former Employees	130 Days from Effective Date
OFCCP provides Contractor payment amount (s) for eligible employees/eligible former employees	150 Days from Effective Date

Contractor disburses Monetary Settlement	180 Days from Effective Date
Contractor Provides OFCCP with timely documentation of all payments made and any payments returned undelivered or any checks not cashed	210 Days from Effective Date
Contractor issues second distribution of checks to Affected Class Members who cashed their first check	260 Days from Effective Date
<b>Progress Reports</b>	<b>Date</b>
Progress Report One – Written Compensation policies, 2021 E.O. AAP and Modification of Personnel Practices	Monday, March 15, 2021
Progress Report Two — Report on Impact from 2021 Compensation Regression, Report on Pay Adjustments, Modifications to Personnel Practices and Reporting for Technical Violations.	Tuesday, March 15, 2022
Progress Report Three — Report on Impact from 2022 Compensation Regression, Report on Pay Adjustments, 2022 E.O AAP, Modifications to Personnel Practices and Reporting for Technical Violations.	Wednesday, March 15, 2023

**ATTACHMENT C  
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Locke Lord LLP, formerly Edwards Wildman LLP, (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 that OFCCP found during a compliance review of Contractor's facility at One Financial Plaza, Suite 2800, Westminster St., Providence, RI 02903. OFCCP's analysis showed that during the period of January 1, 2012 to March 31, 2014, Contractor paid female Associates associated with its Providence Affirmative Action Plan lower bonuses per year than male Associates. Contractor has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that Contractor violated any laws. OFCCP and Contractor entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as an Associate and was affiliated with Contractor's Providence AAP during the relevant time period. Under the Agreement, you may be eligible to receive a payment [INSERT APPROPRIATE AMOUNT/ DESCRIPTION SUCH AS "of at least \$ \_\_\_\_\_" OR "representing a pro rata share of back pay and interest"] (less deductions required by law). Under the terms of the Agreement, it may take up to 6 months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification Form and Release of Claims. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received within 30 days of the date on the envelope.**

*(NAME) (POSITION) (CONTRACTOR) (ADDRESS)*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions you may call [NAME] at Contractor at [PHONE NUMBER], or contact OFCCP Compliance Officer (b) (6), (b) (7)(E) by email at (b) (6), (b) (7)(E) (b) (6), (b) (7)(E)@dol.gov or by phone at (b) (6), (b) (7)(C). Your call or email will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S)  
(INCLUDING THE RELEASE OF CLAIMS) TO CONTRACTOR BY XXX YOU WILL  
NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

*(NAME)*  
Enclosures

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246, as amended ("Release") is a legal document. The document states that in return for Locke Lord LLP ("Contractor") paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246, as amended in its compensation on the basis of gender in Associates. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of \$XXX OR "a pro rata share of back pay and interest" (less deduction required by law) by Contractor to me, which I agree is acceptable, I  
\_\_\_\_\_ agree to the following:

Print name

**I.**

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, partners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as an Associate on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Contractor through the effective date of this Release.

**II.**

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 29, 2014 I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

**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 the contact listed on the enclosed Notice to Affected Class Members by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Contractor

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ATTACHMENT E**

**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between Locke Lord LLP (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

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

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

Email \_\_\_\_\_

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

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY (DATE), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

**Name  
Address**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date