

Conciliation Agreement

Between

The U.S. Department of Labor
Office of Federal Contract Compliance Programs

And

Life Insurance Company of North America (LINA)
1640 Dallas Parkway
Plano, TX 75093

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Life Insurance Company of North America's (hereinafter, LINA) establishment located at 1640 Dallas Parkway, Plano, TX 75093, beginning on May 1, 2013. OFCCP found that LINA failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the respective implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3.

OFCCP notified LINA of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 7, 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 LINA 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 LINA's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if LINA 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 LINA'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. LINA 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 LINA of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §793 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. LINA and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. LINA 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, the parties will work in good faith to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (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 LINA submits its final progress report required in Section VIII, below, unless OFCCP notifies LINA in writing before the expiration date that LINA 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 LINA has met all of its obligations under the Agreement.
11. If LINA violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send LINA a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. LINA 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 LINA is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a Show Cause Notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by LINA, 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. LINA 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. LINA neither admits nor 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.
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. Violations and Remedies

VIOLATION: Although the evidence showed that LINA hired Blacks and Hispanics at a placement rate higher than the census availability for Black and Hispanic insurance claims clerks in Plano TX, OFCCP's analysis of LINA's hiring process and selection procedures for the Group Claims Associates job title across a combined two-year applicant pool from March 30, 2011 through April 23, 2013 revealed hiring discrimination against Black and Hispanic applicants. This resulted in a statistically significant hiring disparity against Black applicants for a shortfall of 31 and against Hispanic applicants for a shortfall of 4. OFCCP reviewed evidence provided by LINA on the different jobs/roles for the analyses above.

Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within five (5) business days after the Effective Date, LINA will deposit a total of \$ \$650,000 in an FDIC-insured interest bearing account maintained by LINA or a Third Party Settlement Administrator at the prevailing interest rate. \$350,000 represents back pay and interest (\$50,000 apportioned as interest), and \$300,000 represents a lump sum payment in lieu of job offers.

By the deadline set forth in the Timeline, LINA 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.

2. Allocation

- a. **Total Amount to be Allocated.** The Settlement Fund amount, plus any additional interest that accrues on these interest-bearing accounts, 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 at the default withholding rate for a single individual as required by law on the portion representing back pay only, such as federal (FICA/ FUTA), state or local insurance premiums or taxes.

- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process.
- c. **Payments to Eligible Class Members.** OFCCP will provide LINA a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. LINA will issue checks to each Eligible Class Member 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 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, LINA will make a second distribution to all Eligible Class Members who cashed their first check if the per person distribution is \$30 or more.
- d. **Tax Payments, Forms and Reporting.** LINA will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. LINA 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 with a valid TIN or SSN that matches the IRS's records will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **Notice Documents.** LINA will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachments C, D, and E. The Notice Documents may include a Notice, Release of Claims and Verification Forms. 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.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement.
- c. **Search for Affected Applicants.** OFCCP shall provide LINA with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- d. **Distribution of Mail Notice to Affected Applicants.** LINA will provide initial notice by regular first-class mail. LINA 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 Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, LINA 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, LINA will send OFCCP a list of the Class Members who did not respond to the first Notice Documents. OFCCP will search for updated information and provide it to LINA by the dates in the Timeline, so LINA can make the second mailing of the Notice Documents. A second mail notice will be sent not later than fifteen (15) calendar days to Affected

Applicants for whom OFCCP found updated addresses who failed to respond to the first mail notice unless the parties agree otherwise.

- e. **Notice Deadline.** The final deadline for any Affected Applicants to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all mailed materials and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- f. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants 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. 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. LINA will provide to OFCCP any information necessary to determine the Final List.
- g. **Documentation of Payments.** By the deadline set forth in the Timeline, LINA will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, 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, LINA will provide a similar documentation on the second distribution.
- h. **Contractor's Expenses.** LINA 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.

IV. Technical Violation and Remedy

VIOLATION: OFCCP found that LINA did not conduct adverse impact analysis in accordance with the requirements of 41 C.F.R. § 60-3.15 A(2) and 41 C.F.R. § 60-3.4(C) during the time frame March 30, 2011 – April 23, 2013. Specifically, LINA conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact for Group Claims Associates during the course of the compliance review but failed to evaluate the individual components of the selection process. LINA has conducted selection adverse impact analyses by job group every year since May 1, 2013.

REMEDY: LINA will conduct an adverse impact analysis in accordance with the requirements of 41 C.F.R. § 60-3.4 and § 60-3.15A. LINA will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against Group Claims Associate applicants based on race, sex, or ethnic group in hiring. These analyses will be done by job for each group constituting at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, LINA 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 Group Claims Associate selection process, LINA will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

V. OFCCP Monitoring Period

- 1. **Recordkeeping.** LINA agrees to retain all records relevant to the violations cited in Sections III and IV 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, job applications and personnel records, and any other records or data used to generate the required reports. LINA will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

LINA will submit reports to District Director LaQuandra Adebajo, 525 South Griffin Street, Suite 512, Dallas, TX 75202-5092, Email: (b) (6), (b) (7)(C)@dol.gov. LINA 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 LINA provides in accordance with this agreement is customarily kept private or closely-held, and LINA believes the reports should remain confidential in the event of a Freedom of Information Act (FOIA) request, LINA 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.

2. Contractor Reports.

a. **Schedule and Instructions.** With regard to the violation and remedy 1 in Part III of this Agreement, LINA agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

i. Documentation of monetary payments to all Eligible Class Members. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. LINA shall provide OFCCP with copies of all canceled checks upon request;

ii. Reports on Modifications to Personnel Practices. In each Progress Report LINA will report on all major modifications of hiring 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 hiring process documents such as job postings or policies have not been materially modified since being provided during a prior reporting period, a statement to that effect is sufficient.

b. **Schedule and Instructions.** Pursuant to the Technical Violation in Part IV of this Agreement, LINA agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

LINA must submit two progress reports covering each six-month period this Agreement is in effect. The first progress report will be due on July 1, 2021 and will cover the period of December 1, 2020 through May 31, 2021. The second progress report will be due on January 3, 2022 and will cover the period of June 1, 2021 through November 30, 2021.

- i. The results of LINA's analysis as to whether its total selection process for Group Claims Associate has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B;
- ii. The results of LINA's evaluation of the individual components of the selection process for adverse impact where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D;
- iii. The actions taken by LINA upon determining that any component of the selection process has an adverse impact on members of groups set forth in 41 C.F.R. § 60-3.4B.

3. **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 LINA's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify LINA in writing within sixty (60) days of the date of the final progress report that LINA 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 LINA within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines LINA has met all of its obligations under the Agreement.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Life Insurance Company of North America (LINA), 1640 Dallas Parkway, Plano, TX 75093.

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

WILLIAM J. SMITH
President, LINA

DATE: November 30, 2020

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

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region (SWARM)

DATE: 11-30-2020

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Document
- D. Verification Form
- E. Release

Attachment A: List of Affected Applicants

Count	Applicant ID	Last Name	First Name	Date of App	Race
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Count	Applicant ID	Last Name	First Name	Date of App	Race
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Attachment B TIMELINE

	Company Name: Life Insurance Company of North America Effective Date of Conciliation Agreement:		11/30/2020
	ACTION REQUIRED	Number of Days since Effective Date	Due Date
	A. Class Member List		
1	Within five (5) business days after the Effective Date, LINA will deposit a total of \$ \$650,000 in an FDIC-insured interest bearing account maintained by LINA or a Third Party Settlement Administrator at the prevailing interest rate and will notify OFCCP that this action has been completed.	5	12/05/2020
2	Within (15) fifteen days after the Effective Date, OFCCP shall provide LINA with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.	15	12/15/2020
3	Within thirty (30) days after the Effective Date, LINA will send copies of all of the Notice Documents, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant.	30	12/30/2020
4	If envelopes from the initial mail notice are returned with forwarding addresses, LINA will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.	5	TBD
5	Within sixty (60) days after the Effective Date, LINA will send OFCCP a list of the Class Members who did not respond to the first Notice Documents.	60	01/29/2021
6	Within fifteen (15) days of receiving the list from LINA, OFCCP will search for updated information and provide it to LINA, so LINA can make the second mailing of the Notice Documents.	75	02/13/2021
7	A second mail notice will be sent not later than fifteen (15) calendar days to Affected Applicants for whom OFCCP found updated addresses who failed to respond to the first mail notice.	90	02/28/2021
8	Within one hundred twenty (120) days of the Effective Date, all Class Members must return both the Interest Form and executed Release in order to participate in the settlement.	120	03/30/2021
9	Within fifteen (15) days of the latest response date LINA will provide OFCCP with a list of the Eligible Class Members who timely returned a completed Interest Form and executed Release.	135	04/14/2021
10	Within one hundred fifty days (150) of the Effective Date, the parties will establish the Final List and OFCCP will provide LINA a list of the payment amounts for each Eligible Class Member on the Final List.	150	04/29/2021
	C. Monetary Relief	Number of Days since effective	Due Date
	Within thirty (30) days after the parties establish the final list of Eligible Class Members, LINA will issue checks to each Eligible Class Member in the stated amount.	180	05/29/2021
	LINA will provide timely documentation of all payments made and any payments returned undelivered or any checks not cashed, within 45 days of check distribution	225	07/13/2021
	Any check that remains uncashed more than 120 days after the initial date mailed to the Eligible Class Member shall be void.	300	09/26/2021
	LINA will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.	315	10/11/2021
	With respect to any uncashed funds, LINA will make a second distribution to all Eligible Class Members who cashed their first check if the per person distribution is \$30 or more, within thirty (30) days of those distributing checks being void.	330	10/26/2021
	In the event of a second distribution, LINA will provide a similar documentation on the second distribution (see Item 14). Note: this assumes 120 days before second distribution checks become void and provides contractor 5 days to submit the info to OFCCP.	455	02/28/2022

Progress Reports		Due Date	Covered Period		
			Beginning		End
First Report Due:	210	7/1/2021	12/1/2020	thru	5/31/2021
Second Report Due:	180	1/3/2022	6/1/2021	thru	11/30/2021
Expiration date of CA (sixty days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):	60	3/4/2022			

Attachment C 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 Life Insurance Company of North America (“LINA”) that may benefit you. This settlement involves alleged claims of hiring disparities based on a review of certain hiring statistics by the DOL. LINA disputes the DOL’s findings, but has decided to voluntarily enter into a settlement with the DOL without admitting to any violation of Executive Order 11246 to amicably resolve all issues pertaining to this matter. 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 from LINA.

ARE YOU AFFECTED?

Certain Black and Hispanic applicants for the Group Claims Associate position at the LINA, Plano, TX location from March 30, 2011 through April 23, 2013 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 LINA's hiring practices from March 30, 2011 through April 23, 2013. OFCCP is the government agency responsible for enforcing the non-discrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that LINA failed to hire certain Black and Hispanic applicants in the Group Claims Associate position. LINA denies those claims. Ultimately, OFCCP and LINA have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document used to resolve on an amicable basis disputed issues between the DOL and employers; the Conciliation Agreement explains the terms of an agreement between LINA and OFCCP.

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

WHAT DOES THIS MEAN FOR YOU?

Because you applied during the relevant time frame and in the relevant job titles, where there was an alleged disparity in hiring, this settlement may provide you with some specific benefits:

(I) **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 LINA is making to amicably resolve the compliance review. 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 Interest and Release form.

To be eligible for a payment, you must complete, sign, and return the following enclosed "Release of Claims Under Executive Order 11246" (Release) to:

XXXXXXXXXX

DEADLINE: The forms must be postmarked by DATE

If you fail to return both of the required forms 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 Compliance Officer XXXXXX. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment D Verification Form

VERIFICATION FORM

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR BACK PAY FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible to receive a money payment from the settlement.

To receive an award, you must complete and return this Claim Form and the Release Form by mail on or before [insert Deadline above]; to:

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will be used only to confirm important information we need in order to make sure you are eligible to receive money under this settlement and to process your payment.

Step 1: Please confirm the following contact information to process your payment. (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide 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.)

Notify us at the address below if your address changes, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.

Name
Address
Phone
Email/website link

Step 2: For purposes of this settlement, it is necessary to verify your race:

Caucasian African American Hispanic Asian Native American

Step 3: Sign and return along with the Release Form.

I certify that the above information is true and correct.

Signature

Date

Attachment E Release

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A 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 LIFE INSURANCE COMPANY OF NORTH AMERICA ("LINA") paying you money, you agree that you will not file any lawsuit against LINA for alleged hiring disparities under Executive Order 11246. It also says that LINA 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 payment of \$__ (less adjustments required by law) by LINA 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 LINA's hiring practices with LINA through the Effective Date of this Release. I hereby release LINA, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its current and former shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving LINA's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246.

II.

I understand that LINA does not agree that it treated me unlawfully or unfairly in any way and that LINA 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 related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by LINA to me is not to be construed as an admission of any liability by LINA.

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 XXXXXXXXXXXXXXX, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____