

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

and

**GOOGLE LLC
1600 AMPHITHEATRE PARKWAY
MOUNTAIN VIEW, CALIFORNIA**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the Google LLC (hereinafter “Google”) establishments at the following locations (hereinafter “Reviewed Establishments”):

Kirkland (review period 9/1/2016 to 8/31/2017);
Seattle (review period 9/1/2016 to 8/31/2017);
Sunnyvale (review period 9/1/2016 to 8/31/2017);
Mountain View (review period 9/1/2014 to 8/31/2015);
San Bruno (review period 9/1/2016 to 8/31/2017);
San Francisco (review period 9/1/2016 to 8/31/2017); and
New York (review period 9/1/2016 to 8/31/2017).

While with respect to Google’s Kirkland, Mountain View, San Francisco, Seattle, and Sunnyvale establishments, OFCCP alleged certain preliminary indicators of potential non-compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) §§ 60-1 to 60-3, OFCCP did not conclude that any violations occurred, nor did it issue either a Preliminary Determination Notice (PDN) or a Notice of Violation (“NOV”) in any of its audits of the Reviewed Establishments. However, Google and OFCCP agree to resolve the audits of all of the Reviewed Establishments through the terms of this Early Resolution Conciliation Agreement (“Agreement”).

In the interest of resolving the outstanding audits, and in exchange for sufficient and valuable consideration described in this document, OFCCP and Google 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. In exchange for Google's fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the preliminary findings described in more detail in Part IV below or based on any other aspect of its audits of the Reviewed Establishments. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the preliminary findings described in Part IV if Google violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period for compliance evaluations if Google violates this Agreement. In exchange for Google's fulfillment of all obligations in the Agreement, OFCCP further agrees not to initiate any new audits at the Reviewed Establishments until at least 60 days after Google submits the final progress report described in Part VII of this Agreement and OFCCP confirms to Google that it has fully complied with the terms of this Agreement, and the exemption period available in the selection methodology in place five years henceforth has expired.
2. OFCCP and Google ("the Parties") understand the terms of this Agreement and enter into it voluntarily.
3. Google agrees that OFCCP may review its compliance with this Agreement. As part of OFCCP's review of Google's compliance with this Agreement, OFCCP may require relevant written reports, inspect premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Google's compliance with this Agreement. Google will permit reasonable access to its premises during normal business hours for these purposes and will provide OFCCP with all relevant reports and documents required. Nothing in this paragraph shall be read to permit OFCCP to review Google's compliance outside of the terms of this Agreement or to permit OFCCP to undertake compliance evaluations of any of the Google establishments exempt from audit under the Five-Year Exemption Period described in Part III, Section 1 below.
4. Google denies any violation or non-compliance with E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or any other laws; nor has there been an adjudicated finding that Google violated any laws or regulations. This Agreement does not constitute an admission by Google of any violation of or noncompliance with any laws.
5. Google understands that nothing in this Agreement relieves Google of its obligation to comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.

6. Google shall not 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).
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.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director (the "Effective Date").
10. This Agreement will expire sixty (60) days after Google submits the final progress report required in Part VIII below, or after the five-year exemption period as defined in Part III, Section 1, whichever is later, unless OFCCP notifies Google in writing prior to the expiration date that Google has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Google has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. Should the OFCCP ever allege that Google has violated this Agreement, 41 CFR § 60-1.34, as cited in full below, will govern:

“When a conciliation agreement has been violated, the following procedures are applicable:

- (a) A written notice shall be sent to the contractor setting forth the violations alleged and summarizing the supporting evidence. The contractor shall have 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.
- (b) During the 15-day period, the contractor may demonstrate in writing that it has not violated its commitments.
- (c) If the contractor is unable to demonstrate that it has not violated its commitments, or if the complaint alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement contained in this chapter.

- (d) In any proceeding involving an alleged violation of a conciliation agreement, OFCCP may seek enforcement of the agreement itself and shall not be required to present proof of the underlying violations resolved by the agreement.”
13. 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 that Google 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, and the Americans with Disabilities Act. Google 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.
14. This Agreement is limited to the facts of OFCCP’s reviews of the Reviewed Establishments. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to either Party’s policies, practices, or positions 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.
15. 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.
16. This agreement is between OFCCP and Google (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Google.

PART III. SPECIAL TERMS AND CONDITIONS

1. OFCCP agrees that the Reviewed Establishments, in addition to any of Google’s other establishments for which Google is required, now or during the term of this Agreement, to prepare an affirmative action plan (“AAP”) under E.O. 11246, Section 503 or VEVRAA, shall not be subject to an OFCCP Compliance Evaluation for five years from the Effective Date of this Agreement (“Five-Year Exemption Period”). A list of all currently existing Google establishments exempt from audit under the Five-Year Exemption Period is attached hereto as **Attachment A**. Google agrees to an in-depth review, under the terms of this Agreement, of all of its establishments exempt from audit under the Five-Year Exemption Period to ensure non-discriminatory selection and pay practices. If actual findings similar in subject matter to those identified in Part IV of this Agreement are identified, Google agrees to implement corrective actions at all of its establishments where actual findings were made, consistent with the remedy provisions of this Agreement.

2. If additional establishments for which Google must prepare an AAP under E.O. 11246, Section 503 or VEVRAA come into existence during any year of the term of this Agreement, Google shall send an updated Attachment A to the Regional Director of the Pacific Region within thirty (30) days after the date Google files its annual EEO-1 reports with the United States Equal Employment Opportunity Office of Enterprise Data. All such establishments will be considered covered facilities subject to the exemption unless, as to an acquired establishment, there is an open OFCCP compliance evaluation. The new establishments will be subject to the Reporting Requirements below in Part VII, except for the reporting requirements set forth in Part VII, Section 3C (Progress Report 4).
3. OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 or VEVRAA based on the preliminary findings described in more detail in Part IV below.
4. OFCCP retains the right to investigate complaints of discrimination at establishments under E.O. 11246, Section 503 or VEVRAA.
5. If OFCCP alleges that Google violated one or more of the terms of this Agreement, OFCCP reserves the right to bring an enforcement action pursuant to 41 CFR § 60-1.34. If a court of competent jurisdiction finds that Google violated a material provision of the Agreement, the Five-Year Exemption Period will be void.
6. This Agreement does not relieve Google from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including the monitoring of an up-to-date AAP.

PART IV. PRELIMINARY FINDINGS

1. **Compensation Disparities:** OFCCP alleges that it identified preliminary indicators that Google paid its female employees (2,783) in the Software Engineering Job Family at the Company's Mountain View (9/1/14 and 9/1/15), Seattle (9/1/17), and Kirkland (9/1/17) establishments less than comparable male employees that, if proven, could result in a violation of Executive Order 11246 § 201(1), 41 CFR § 60-1.4(a)(1), and 41 CFR § 60-20.3. No allegation is made with respect to any race or ethnicity as to compensation.
2. **Hiring/Selection Disparities:** OFCCP alleges that it identified preliminary indicators of hiring rate differences disadvantaging female (shortfall 112) and Asian (shortfall 72) applicants for software engineering positions between 9/1/16 and 8/31/17 at the Company's Kirkland, San Francisco, and Sunnyvale establishments that, if proven, could result in a violation of Executive Order 11246 and 41 CFR § 60-1.4(a)(1). No allegation is made with respect to any other race or ethnicity as to hiring.
3. **Technical Findings: Identification of Problem Areas, Action-Oriented Programs, and Internal Auditing and Reporting (41 CFR §§ 60-2.17(b)-(d)):** OFCCP alleges that Google may have failed to conduct in-depth analyses of the total employment process,

including evaluating compensation systems to identify the existence of gender pay disparities at its Kirkland, Mountain View and Seattle establishments as required by 41 CFR §§ 60-2.17(b)-(d). As a result, OFCCP alleges Google may have failed to develop and execute appropriate action-oriented programs designed to correct the pay disparities by gender at these establishments. OFCCP also alleges Google may have failed to develop and implement an auditing system that periodically measures the effectiveness of the total affirmative action program, including identifying barriers to equal employment opportunity at these establishments.

PART V. FINANCIAL AND NON-FINANCIAL REMEDY

1. Financial Remedy:

Google agrees to pay a Total Settlement Amount of **\$2,585,052** in back pay, including interest, to resolve all of the preliminary findings set forth above, as follows:

- A. Preliminary Finding 1 (Compensation Claim): Google will pay a total amount of **\$1,353,052**, consisting of **\$1,277,170** in back pay and **\$75,882** in interest, to be distributed to each of the individuals listed in **Attachment B**. The amount of the distribution will be the same for all individuals listed at a particular location.
- B. Preliminary Finding 2 (Hiring Claim): Google will pay a total amount of **\$1,232,000**, consisting of **\$1,047,235** in back pay and **\$184,765** in interest, to be distributed to each of the individuals listed in **Attachment C**. The amount of the distribution will be the same for all individuals listed at a particular location Notice Process:
- C. OFCCP and Google's Obligations under the Notice Process: The Notice Process set forth in this agreement is intended to provide Affected Applicants/Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Google 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 Google agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- D. Notice Documents: Google will distribute Notice Documents to Affected Applicants/Employees consistent with the sample Notice Documents contained in **Attachment D**. The Notice Documents will include a Notice, Release and Claim Form. 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.
- E. Timeline: **Attachment E** 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.

- F. Search for Affected Applicants/Employees: OFCCP may provide Google with additional contact information in its possession or its authority to obtain on the Affected Applicants/Employees by the date set forth in the Timeline.
- G. Distribution of Mail Notice to Affected Applicants/Employees: Google will provide initial notice by regular first-class mail, and for any Affected Applicants/Employees who are employed by Google at the time the notices are sent, the initial notices shall also be sent by e-mail. Google 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/Employee or best available email address for any Affected Applicants/Employees who are current employees of Google, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Google 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. OFCCP may also conduct independent efforts to communicate with Affected Applicants/Employees about this Agreement and provide updated information to Google. A second mail notice will be sent to Affected Applicants/Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- H. Notice Deadline: The final deadline for any Affected Applicant/Employee to respond to the Notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement. Any Affected Applicant/Employee who fails to respond to the Notice within the time period set forth in the Notice shall forfeit all relief provided by this Agreement, and the Notice shall inform the Affected Applicant /Employee of these terms.
- I. Exchange of Information Regarding Affected Applicants/Employees: Google and OFCCP will timely exchange information regarding Affected Applicants/Employees, including updated contact information and the results of any technical assistance provided.
- J. Final List of Eligible Applicants/Employees: The Final List will include all Affected Applicants/Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants/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. Google will provide to OFCCP any information necessary to determine the Final List.

- K. Expenses: Google will pay all expenses that it incurs 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.

2. Allocation:

- A. Affected Applicants/Employees Eligible to Receive Payments: The Total Settlement Amount will be distributed to all Affected Applicants/Employees who timely respond to the Notice Process as explained above, and whose eligibility is verified (hereinafter “Eligible Applicants” or “Eligible Employees”).
- B. Payments to Eligible Applicants/Employees: The back pay and interest amounts distributed from the Total Settlement Sum 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/FUTA) state/local insurance premiums or taxes.
- C. Tax Forms and Reporting: Google will issue checks or make electronic payments to each Eligible Applicant/Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and IRS Form 1099) by the date set forth in the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth in the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Applicant/Employee will be void. If the total amount of any uncashed funds, if equally distributed among each Eligible Applicant/Employee who cashed his or her first check, would result in a second distribution of \$40 or more to each Eligible Applicant/Employee who cashed his or her first check, then Google will make a second distribution to all Eligible Applicants/Employees. Google shall mail to each Eligible Applicant/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 Applicants/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant/Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.
- D. Documentation of Payments: By the deadline set forth in the Timeline, Google will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants/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, Google will provide similar documentation on the second distribution.

3. Job Opportunities

Google has provided documentation that all the required hires by location have been made. Therefore no hiring obligation is required.

PART VI. ADDITIONAL RELIEF PER ENHANCED COMPLIANCE AGREEMENT

1. This Enhanced Compliance Agreement requires Google to take the steps described below to enhance its compliance with Executive Order 11246 in the hiring and compensation of software engineers at its establishments to ensure non-discriminatory hiring and pay practices.
2. The parties agree that the Enhanced Compliance Agreement: (1) will be in effect for a five-year period beginning on the Effective Date of the Agreement; (2) does not provide Google any immunity or protection from its requirement to comply with Executive Order 11246; (3) may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld; and (4) does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Google or OFCCP.
3. **Review of Selection Procedures:** Google agrees to evaluate its hiring process for software engineering positions to ensure equal access to opportunities for all eligible and willing applicants and employees. Google's evaluation shall include the following areas:
 - A. Procedures to recruit, screen, interview, select, reject, and hire individuals for relevant job titles without regard to sex and race/ethnicity in compliance with Executive Order 11246;
 - B. Evaluation of recruitment efforts (methods and sources) for relevant job titles;
 - C. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.);
 - D. Procedures to ensure that persons expressing an interest in employment and are considered for a particular position are tracked and dispositions are recorded at each step in the hiring process;
 - E. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3;
 - F. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for relevant positions; and
 - G. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components, if statistical disparities exist.

4. Review of Salary Procedures:

- A. Google will review, and as necessary, revise its compensation practices and establish monitoring and oversight practices to ensure that all aspects of its salaries provide an equal opportunity for all of its employees as required by 41 CFR 61-1(a).
 - B. Google will conduct a gender pay equity analysis of salaries for employees in the software engineering job family at its New York, Kirkland, Mountain View and Seattle establishments or maintain relevant analyses using the methodology described in Attachment F. If the analyses reveal any statistically significant pay disparities based against female employees that cannot be explained by legitimate factors, Google will remedy such disparities through pay adjustments. For the purpose of making such potential adjustments, Google shall establish a \$250,000 cash reserve for each of the five years of the term of this Agreement. Nothing in this Agreement shall prohibit Google from: (1) making adjustments in excess of this amount if required to do so by law; or (2) determining that pay disparities based on gender do not exist or require payments of less than \$250,000 a year to remedy. The data to be assessed should be the most recent annual payroll and HR data available. If the pay adjustments for any year are less than \$250,000, Google will use the differential between the pay adjustment for that year and the \$250,000 to diversity and inclusion efforts and programs.
 - C. Google will develop and conduct a training for all individuals involved in the compensation process at its Kirkland, Seattle and Mountain View establishments or maintain relevant trainings. Individuals attending this training will include, at a minimum, all human resources recruiters, managers, and directors; production supervisors; and corporate human resources and compliance personnel. This training will cover equal opportunity rights and responsibilities and training on any new policies or procedures in effect pursuant to Part VI, Section 4.A above.
5. **Affirmative Action Programs Certification:** Google shall certify that it has updated its current year AAP for Executive Order 11246 for all establishments covered under this Agreement in accordance with the schedule set forth in Part VII below.

PART VII. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

- 1. **Recordkeeping:** Google agrees to retain all records relevant to the preliminary findings of OFCCP cited in Part IV above and the reports submitted in compliance with Section 3, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Google will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Confidentiality:** Google will submit reports to Technical Expert (b) (6), (b) (7)(E) 1640 S. Sepulveda Boulevard, Suite 440, Los Angeles, California 90035 (dol.gov). Google 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 Google provides in accordance with this agreement are customarily kept private or closely-held, and Google believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Google 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 allowed by law.
3. **Schedule and Content of Progress Reports:** Google agrees to furnish OFCCP with the following reports according to the following schedule:
- A. Progress Reports 1 and 2: By no later than 90 days following the end of year one and year two of the ERCA, Google shall submit to OFCCP a certification that it has updated its current year AAPs for Executive Order 11246 for all establishments required to have such AAPs. Google will also certify that pay equity analyses have been conducted in all establishments covered under this Agreement. In addition, Google will report on and provide relevant documentation of its compliance with the remedy provisions of this Agreement. At minimum, the annual report should include:
- An update on Google’s progress on its evaluations.
 - A summary of any findings regarding Google’s current policies, procedures and practices related to hiring and compensation.
 - Any recommended actions or revisions to the hiring and compensation policies, procedures, and practices to ensure non-discrimination.
 - Any recommendations for training for all individuals involved in hiring and compensation practices.
- B. Progress Report 3: By no later than 90 days following the end of year three of the ERCA, Google shall, in addition to updating the information required for Progress Reports 1 and 2, submit to OFCCP a report on its hiring and salary policy/process review, including recommended actions or revisions to the compensation policies, procedures, and practices to ensure non-discrimination in compensation, and recommendations for training for all individuals involved in compensation practices, if any. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- C. Progress Report 4: By no later than 90 days following the end of year four of the ERCA, Google shall, in addition to updating the information required for Progress Reports 1, 2, and 3, submit to OFCCP the results of its gender base salary pay equity testing for the software engineers in the Software Engineering job family at Google’s New York, Kirkland, Seattle and Mountain View facilities. For verification and replication

purposes, Google must submit to OFCCP individualized salary data for software engineers in these locations with Progress Report 4 so that OFCCP can replicate the analyses.

- D. Progress Report 5: No later than two months prior to the end of year five of the ERCA, Google shall submit to OFCCP the information required for Progress Reports 1 and 2.

PART VIII. SIGNATURES

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Google and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Google nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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

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

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

Amy Lambert, Esq.
VP, Employment Legal
1600 Amphitheatre Parkway, MTV 94043
ALPHABET INC., GOOGLE LLC

DATE: 1/15/21

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

Jane Sulfr
Regional Director
OFCCP Pacific Region

DATE: 1/15/2021

Attachments

- A. List of Current Google Establishments
- B. List of Individuals Eligible for Back Pay - Compensation
- C. List of Individuals Eligible for Back Pay - Hiring
- D. Notice Documents
 - D-1 - Notice (Compensation)
 - D-2 - Notice (Hiring)
 - D-3 Employment Interest Form
 - D-4 Release Form (Compensation)
 - D-5 Release Form (Hiring)
- E. Timeline
- F. Confidential Pay Equity Analysis Model

ATTACHMENT A

**GOOGLE ESTABLISHMENTS EXEMPT FROM AUDIT UNDER THE FIVE-YEAR
EXEMPTION PERIOD**

- | | | | |
|-----|----------------|-----|-----------------|
| 1. | Ann Arbor | 21. | New York |
| 2. | Atlanta | 22. | Palo Alto |
| 3. | Austell | 23. | Pittsburgh |
| 4. | Austin | 24. | Playa Vista |
| 5. | Bellevue | 25. | Portland |
| 6. | Boulder | 26. | Pryor |
| 7. | Cambridge | 27. | Redwood City CA |
| 8. | Chicago | 28. | Reston |
| 9. | Clarksville | 29. | San Bruno |
| 10. | Council Bluffs | 30. | San Diego |
| 11. | Dallas | 31. | San Francisco |
| 12. | Detroit | 32. | Santa Cruz |
| 13. | Durham | 33. | Seattle |
| 14. | Irvine | 34. | Small Site |
| 15. | Kirkland | 35. | Sterling |
| 16. | Lenoir | 36. | Sunnyvale |
| 17. | Los Angeles | 37. | The Dalles |
| 18. | Madison | 38. | Thornton |
| 19. | Moncks Corner | 39. | Washington |
| 20. | Mountain View | | |

ATTACHMENT B

LIST OF INDIVIDUALS ELIGIBLE FOR BACK PAY - COMPENSATION

A. Kirkland 2017 (166 (b) (7)(E)

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|-----|---------------------|-----|---------------------|------|---------------------|
| 1. | (b) (7)(C), (b) (6) | 37. | (b) (7)(C), (b) (6) | 73. | (b) (7)(C), (b) (6) |
| 2. | | 38. | | 74. | |
| 3. | | 39. | | 75. | |
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| 109. | (b) (7)(C), (b) (6) | 129. | (b) (7)(C), (b) (6) | 149. | (b) (7)(C), (b) (6) |
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| 119. | | 139. | | 159. | |
| 120. | | 140. | | 160. | |
| 121. | | 141. | | 161. | |
| 122. | | 142. | | 162. | |
| 123. | | 143. | | 163. | |
| 124. | | 144. | | 164. | |
| 125. | | 145. | | 165. | |
| 126. | | 146. | | 166. | |
| 127. | | 147. | | | |
| 128. | | 148. | | | |

B. Seattle 2017 (147 (b) (7)(E))

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|-----|---------------------|-----|---------------------|-----|---------------------|
| 1. | (b) (7)(C), (b) (6) | 20. | (b) (7)(C), (b) (6) | 39. | (b) (7)(C), (b) (6) |
| 2. | | 21. | | 40. | |
| 3. | | 22. | | 41. | |
| 4. | | 23. | | 42. | |
| 5. | | 24. | | 43. | |
| 6. | | 25. | | 44. | |
| 7. | | 26. | | 45. | |
| 8. | | 27. | | 46. | |
| 9. | | 28. | | 47. | |
| 10. | | 29. | | 48. | |
| 11. | | 30. | | 49. | |
| 12. | | 31. | | 50. | |
| 13. | | 32. | | 51. | |
| 14. | | 33. | | 52. | |
| 15. | | 34. | | 53. | |
| 16. | | 35. | | 54. | |
| 17. | | 36. | | 55. | |
| 18. | | 37. | | 56. | |
| 19. | | 38. | | 57. | |

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|-----|---------------------|------|---------------------|------|---------------------|
| 58. | (b) (7)(C), (b) (6) | 88. | (b) (7)(C), (b) (6) | 118. | (b) (7)(C), (b) (6) |
| 59. | | 89. | | 119. | |
| 60. | | 90. | | 120. | |
| 61. | | 91. | | 121. | |
| 62. | | 92. | | 122. | |
| 63. | | 93. | | 123. | |
| 64. | | 94. | | 124. | |
| 65. | | 95. | | 125. | |
| 66. | | 96. | | 126. | |
| 67. | | 97. | | 127. | |
| 68. | | 98. | | 128. | |
| 69. | | 99. | | 129. | |
| 70. | | 100. | | 130. | |
| 71. | | 101. | | 131. | |
| 72. | | 102. | | 132. | |
| 73. | | 103. | | 133. | |
| 74. | | 104. | | 134. | |
| 75. | | 105. | | 135. | |
| 76. | | 106. | | 136. | |
| 77. | | 107. | | 137. | |
| 78. | | 108. | | 138. | |
| 79. | | 109. | | 139. | |
| 80. | | 110. | | 140. | |
| 81. | | 111. | | 141. | |
| 82. | | 112. | | 142. | |
| 83. | | 113. | | 143. | |
| 84. | | 114. | | 144. | |
| 85. | | 115. | | 145. | |
| 86. | | 116. | | 146. | |
| 87. | | 117. | | 147. | |

C. Mountain View 2014 (959 (b) (7)(E))

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|----|---------------------|-----|---------------------|-----|---------------------|
| 1. | (b) (7)(C), (b) (6) | 10. | (b) (7)(C), (b) (6) | 19. | (b) (7)(C), (b) (6) |
| 2. | | 11. | | 20. | |
| 3. | | 12. | | 21. | |
| 4. | | 13. | | 22. | |
| 5. | | 14. | | 23. | |
| 6. | | 15. | | 24. | |
| 7. | | 16. | | 25. | |
| 8. | | 17. | | 26. | |
| 9. | | 18. | | 27. | |

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|-----|---------------------|------|---------------------|------|---------------------|
| 28. | (b) (7)(C), (b) (6) | 70. | (b) (7)(C), (b) (6) | 112. | (b) (7)(C), (b) (6) |
| 29. | | 71. | | 113. | |
| 30. | | 72. | | 114. | |
| 31. | | 73. | | 115. | |
| 32. | | 74. | | 116. | |
| 33. | | 75. | | 117. | |
| 34. | | 76. | | 118. | |
| 35. | | 77. | | 119. | |
| 36. | | 78. | | 120. | |
| 37. | | 79. | | 121. | |
| 38. | | 80. | | 122. | |
| 39. | | 81. | | 123. | |
| 40. | | 82. | | 124. | |
| 41. | | 83. | | 125. | |
| 42. | | 84. | | 126. | |
| 43. | | 85. | | 127. | |
| 44. | | 86. | | 128. | |
| 45. | | 87. | | 129. | |
| 46. | | 88. | | 130. | |
| 47. | | 89. | | 131. | |
| 48. | | 90. | | 132. | |
| 49. | | 91. | | 133. | |
| 50. | | 92. | | 134. | |
| 51. | | 93. | | 135. | |
| 52. | | 94. | | 136. | |
| 53. | | 95. | | 137. | |
| 54. | | 96. | | 138. | |
| 55. | | 97. | | 139. | |
| 56. | | 98. | | 140. | |
| 57. | | 99. | | 141. | |
| 58. | | 100. | | 142. | |
| 59. | | 101. | | 143. | |
| 60. | | 102. | | 144. | |
| 61. | | 103. | | 145. | |
| 62. | | 104. | | 146. | |
| 63. | | 105. | | 147. | |
| 64. | | 106. | | 148. | |
| 65. | | 107. | | 149. | |
| 66. | | 108. | | 150. | |
| 67. | | 109. | | 151. | |
| 68. | | 110. | | 152. | |
| 69. | | 111. | | 153. | |

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

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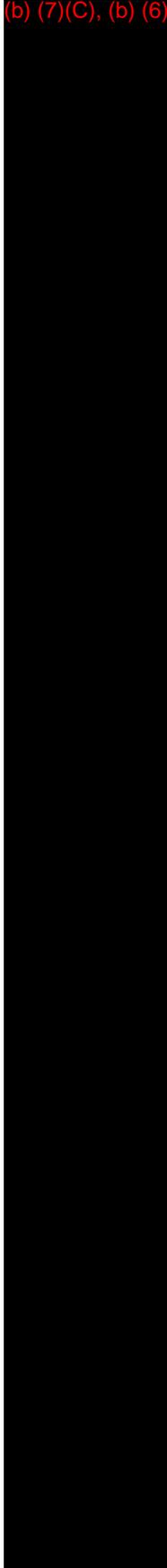
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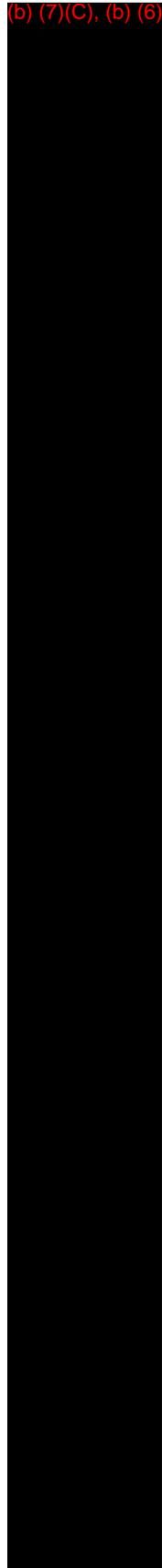
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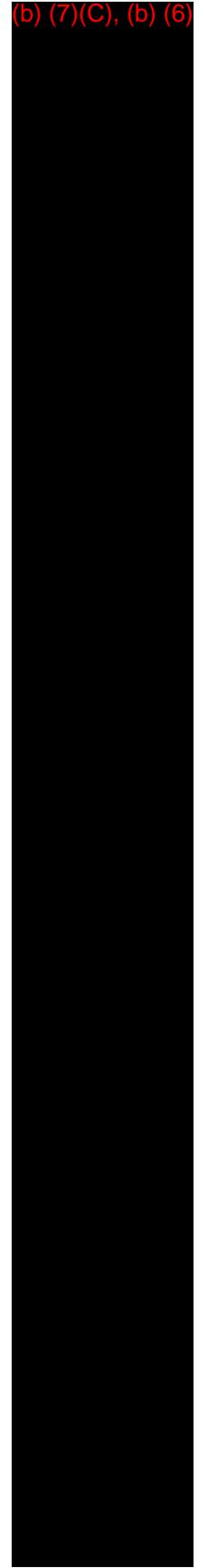
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(b) (7)(C), (b) (6)



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



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|------|---------------------|------|---------------------|------|---------------------|
| 784. | (b) (7)(C), (b) (6) | 826. | (b) (7)(C), (b) (6) | 868. | (b) (7)(C), (b) (6) |
| 785. | | 827. | | 869. | |
| 786. | | 828. | | 870. | |
| 787. | | 829. | | 871. | |
| 788. | | 830. | | 872. | |
| 789. | | 831. | | 873. | |
| 790. | | 832. | | 874. | |
| 791. | | 833. | | 875. | |
| 792. | | 834. | | 876. | |
| 793. | | 835. | | 877. | |
| 794. | | 836. | | 878. | |
| 795. | | 837. | | 879. | |
| 796. | | 838. | | 880. | |
| 797. | | 839. | | 881. | |
| 798. | | 840. | | 882. | |
| 799. | | 841. | | 883. | |
| 800. | | 842. | | 884. | |
| 801. | | 843. | | 885. | |
| 802. | | 844. | | 886. | |
| 803. | | 845. | | 887. | |
| 804. | | 846. | | 888. | |
| 805. | | 847. | | 889. | |
| 806. | | 848. | | 890. | |
| 807. | | 849. | | 891. | |
| 808. | | 850. | | 892. | |
| 809. | | 851. | | 893. | |
| 810. | | 852. | | 894. | |
| 811. | | 853. | | 895. | |
| 812. | | 854. | | 896. | |
| 813. | | 855. | | 897. | |
| 814. | | 856. | | 898. | |
| 815. | | 857. | | 899. | |
| 816. | | 858. | | 900. | |
| 817. | | 859. | | 901. | |
| 818. | | 860. | | 902. | |
| 819. | | 861. | | 903. | |
| 820. | | 862. | | 904. | |
| 821. | | 863. | | 905. | |
| 822. | | 864. | | 906. | |
| 823. | | 865. | | 907. | |
| 824. | | 866. | | 908. | |
| 825. | | 867. | | 909. | |

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|------|---------------------|------|---------------------|------|---------------------|
| 910. | (b) (7)(C), (b) (6) | 927. | (b) (7)(C), (b) (6) | 944. | (b) (7)(C), (b) (6) |
| 911. | | 928. | | 945. | |
| 912. | | 929. | | 946. | |
| 913. | | 930. | | 947. | |
| 914. | | 931. | | 948. | |
| 915. | | 932. | | 949. | |
| 916. | | 933. | | 950. | |
| 917. | | 934. | | 951. | |
| 918. | | 935. | | 952. | |
| 919. | | 936. | | 953. | |
| 920. | | 937. | | 954. | |
| 921. | | 938. | | 955. | |
| 922. | | 939. | | 956. | |
| 923. | | 940. | | 957. | |
| 924. | | 941. | | 958. | |
| 925. | | 942. | | 959. | |
| 926. | | 943. | | | |

D. Mountain View 2015 (1293) (b) (7)(E)

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|-----|---------------------|-----|---------------------|-----|---------------------|
| 1. | (b) (7)(C), (b) (6) | 23. | (b) (7)(C), (b) (6) | 45. | (b) (7)(C), (b) (6) |
| 2. | | 24. | | 46. | |
| 3. | | 25. | | 47. | |
| 4. | | 26. | | 48. | |
| 5. | | 27. | | 49. | |
| 6. | | 28. | | 50. | |
| 7. | | 29. | | 51. | |
| 8. | | 30. | | 52. | |
| 9. | | 31. | | 53. | |
| 10. | | 32. | | 54. | |
| 11. | | 33. | | 55. | |
| 12. | | 34. | | 56. | |
| 13. | | 35. | | 57. | |
| 14. | | 36. | | 58. | |
| 15. | | 37. | | 59. | |
| 16. | | 38. | | 60. | |
| 17. | | 39. | | 61. | |
| 18. | | 40. | | 62. | |
| 19. | | 41. | | 63. | |
| 20. | | 42. | | 64. | |
| 21. | | 43. | | 65. | |
| 22. | | 44. | | 66. | |

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|------|---------------------|------|---------------------|------|---------------------|
| 67. | (b) (7)(C), (b) (6) | 109. | (b) (7)(C), (b) (6) | 151. | (b) (7)(C), (b) (6) |
| 68. | | 110. | | 152. | |
| 69. | | 111. | | 153. | |
| 70. | | 112. | | 154. | |
| 71. | | 113. | | 155. | |
| 72. | | 114. | | 156. | |
| 73. | | 115. | | 157. | |
| 74. | | 116. | | 158. | |
| 75. | | 117. | | 159. | |
| 76. | | 118. | | 160. | |
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| 83. | | 125. | | 167. | |
| 84. | | 126. | | 168. | |
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| 88. | | 130. | | 172. | |
| 89. | | 131. | | 173. | |
| 90. | | 132. | | 174. | |
| 91. | | 133. | | 175. | |
| 92. | | 134. | | 176. | |
| 93. | | 135. | | 177. | |
| 94. | | 136. | | 178. | |
| 95. | | 137. | | 179. | |
| 96. | | 138. | | 180. | |
| 97. | | 139. | | 181. | |
| 98. | | 140. | | 182. | |
| 99. | | 141. | | 183. | |
| 100. | | 142. | | 184. | |
| 101. | | 143. | | 185. | |
| 102. | | 144. | | 186. | |
| 103. | | 145. | | 187. | |
| 104. | | 146. | | 188. | |
| 105. | | 147. | | 189. | |
| 106. | | 148. | | 190. | |
| 107. | | 149. | | 191. | |
| 108. | | 150. | | 192. | |

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| 193. | (b) (7)(C), (b) (6) | 235. | (b) (7)(C), (b) (6) | 277. | (b) (7)(C), (b) (6) |
| 194. | | 236. | | 278. | |
| 195. | | 237. | | 279. | |
| 196. | | 238. | | 280. | |
| 197. | | 239. | | 281. | |
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| 233. | | 275. | | 317. | |
| 234. | | 276. | | 318. | |

319. (b) (7)(C), (b) (6)
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322. [REDACTED]
323. [REDACTED]
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325. [REDACTED]
326. [REDACTED]
327. [REDACTED]
328. [REDACTED]
329. [REDACTED]
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331. [REDACTED]
332. [REDACTED]
333. [REDACTED]
334. [REDACTED]
335. [REDACTED]
336. [REDACTED]
337. [REDACTED]
338. [REDACTED]
339. [REDACTED]
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ATTACHMENT C

LIST OF INDIVIDUALS ELIGIBLE FOR BACK PAY - HIRING

[ALL NAMES TO BE REDACTED]

A. Kirkland (695 (b) (7)(E))

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B. San Francisco (125 (b) (7)(E))

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C. San Francisco (155 (b) (7)(E)

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D. Sunnyvale (937 (b) (7)(E))

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Attachment D-1
Notice (Compensation)

You may be eligible to get money because of a legal settlement between GOOGLE LLC and the U.S. Department of Labor

We are writing to provide information about an Agreement between the U.S. Department of Labor and GOOGLE LLC (“GOOGLE LLC”) that may benefit you. This settlement involves discrimination in OFCCP’s allegation that it identified preliminary gender-based disparities in compensation and our records show that you may be one of the individuals 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 GOOGLE LLC. GOOGLE LLC denies the allegations, but has decided to enter into this settlement in order to move forward.

ARE YOU AFFECTED?

Female employees who were employed and had disparity in compensation who were within Google’s software engineering job family at Google’s Mountain View facility between September 1, 2013 and September 1, 2015, or Google’s Seattle or Kirkland facilities between September 1, 2016 and September 1, 2017, 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 GOOGLE LLC’s compensation practices at Mountain View between September 1, 2013 and September 1, 2015, and Seattle, and Kirkland facilities between September 1, 2016 and September 1, 2017. 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 it found preliminary indicators of gender-based disparities in the Software Engineering Job Family at the Company’s Mountain View, Seattle, and Kirkland establishments. GOOGLE LLC denies those allegations. Ultimately, OFCCP and GOOGLE LLC have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between GOOGLE LLC and OFCCP.

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

WHAT DOES THIS MEAN FOR YOU?

This settlement may provide you a **payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages GOOGLE LLC is making to resolve the preliminary findings raised by OFCCP. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get this benefit, 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 forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from GOOGLE LLC.

To be eligible for a payment, you must complete, sign, and return **both** of the following enclosed forms - (1) the "Release of Claims Under Executive Order 11246" (Release); and (2) Information Verification - to:

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

DEADLINE: The forms must be postmarked by [INSERT specific date]

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

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any of the settlement funds.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Technical Expert ^{(b) (6), (b) (7)(E)}, 1640 S. Sepulveda Boulevard, Suite 440, Los Angeles, California 90035 ^{(b) (7)(C), (b) (6)} [@dol.gov](mailto:_____@dol.gov). You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Attachment D-2

Notice (Hiring)

You may be eligible to get money because of a legal settlement between GOOGLE LLC and the U.S. Department of Labor

We are writing to provide information about an Agreement between the U.S. Department of Labor and GOOGLE LLC (“GOOGLE LLC”) that may benefit you. This settlement involves OFCCP’s allegation that it identified gender- and race-based hiring rate differences, and our records show that you may be one of the individuals 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 GOOGLE LLC. GOOGLE LLC denies the allegations, but has decided to enter into this settlement in order to move forward.

ARE YOU AFFECTED?

Female and/or Asian applicants who were not selected, and for whom OFCCP found a preliminary hiring disparity relating to software engineering positions at GOOGLE LLC’s Kirkland, San Francisco, and Sunnyvale locations (between September 1, 2016 and August 31, 2017) 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 GOOGLE LLC’s selection practices between September 1, 2016 and August 31, 2017. 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 it found preliminary selection rate differences by gender and race in hiring for software engineering positions at GOOGLE LLC’s Kirkland, San Francisco, and Sunnyvale locations. GOOGLE LLC denies those allegations. Ultimately, OFCCP and GOOGLE LLC have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between GOOGLE LLC and OFCCP.

As a result, you may be eligible for back pay.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, **you may be eligible to receive a payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of payments GOOGLE LLC is making to resolve the preliminary findings raised by OFCCP. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get this benefit, 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 forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from GOOGLE LLC.

To be eligible for a payment, you must complete, sign, and return **both** of the following enclosed forms - (1) the "Release of Claims Under Executive Order 11246" (Release); and (2) Information Verification - to:

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

DEADLINE: The forms must be received by [INSERT specific date]

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

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any of the settlement funds.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Technical Expert (b) (6), (b) (7)(E), 1640 S. Sepulveda Boulevard, Suite 440, Los Angeles, California 90035 (b) (7)(C), (b) (6) [@dol.gov](mailto:_____@dol.gov). You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Attachment D-3
INFORMATION VERIFICATION

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between GOOGLE LLC and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify GOOGLE LLC at the address below if your address or phone number changes within the next twelve (12) months.

INSERT
CLAIMS ADMINISTRATOR
ADDRESS

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

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

Female Male

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

Caucasian African American/Black Hispanic Asian American Indian/Alaska Native

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

Attachment D-4
Release Form (Compensation)

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 ("Release") is a legal document. The document states that in return for GOOGLE LLC's paying you money, you agree that you are waiving all claims you might have against GOOGLE LLC, during your employment with GOOGLE LLC until the date you sign this Release of Claims, under Executive Order 11246 as amended ("E.O. 11246" or "Executive Order"). It also says that GOOGLE LLC does not admit it violated any laws enforced by OFCCP. 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 GOOGLE LLC to me, which I agree is acceptable, I (print name) _____ agree to the following:

By signing this Release, I agree that I have been made whole for any claim that could have been brought under E.O. 11246 and its implementing regulations at 41 CFR Chapter 60, during my employment with GOOGLE LLC until the Effective Date of this Release. I hereby release GOOGLE LLC, its predecessors, successors, assigns, related entities, parents, subsidiaries, affiliates, divisions, departments, insurers, organizations, employee benefit plans and programs, and their administrators and fiduciaries, and its shareholders, owners, directors, officers, employees and agents (hereinafter "Releasees") from any claim and/or relief of any kind, known and unknown, asserted or unasserted, which I have or may have against Releasees through the effective date of this Release that could have been brought or sought under Executive Order 11246 and its implementing regulations at 41 CFR Chapter 60.

I understand that GOOGLE LLC does not agree that it treated me unlawfully or unfairly in any way and that GOOGLE LLC 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 the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facilities covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by GOOGLE LLC to me is not to be construed

as an admission of any liability by GOOGLE LLC.

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.

I understand that if I do not sign this Release and return it to GOOGLE LLC, by the deadline listed on the Claim Form, 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 D-5
Release Form (Hiring)

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 ("Release") is a legal document. The document states that in return for GOOGLE LLC's paying you money, you agree that you are waiving all claims you might have against GOOGLE LLC, under Executive Order 11246 as amended ("E.O. 11246" or "Executive Order"). It also says that GOOGLE LLC does not admit it violated any laws enforced by OFCCP. 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 GOOGLE LLC to me, which I agree is acceptable, I (print name) _____ agree to the following:

By signing this Release, I agree that I have been made whole for any claim that could have been brought under E.O. 11246, and its implementing regulations at 41 CFR Chapter 60. I hereby release GOOGLE LLC, its predecessors, successors, assigns, related entities, parents, subsidiaries, affiliates, divisions, departments, insurers, organizations, employee benefit plans and programs, and their administrators and fiduciaries, and its shareholders, owners, directors, officers, employees and agents (hereinafter "Releasees") from any claim and/or relief of any kind, known and unknown, asserted or unasserted, which I have or may have against Releasees through the effective date of this Release that could have been brought or sought under Executive Order 11246, and its implementing regulations at 41 CFR Chapter 60.

I understand that GOOGLE LLC does not agree that it treated me unlawfully or unfairly in any way and that GOOGLE LLC 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 the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by GOOGLE LLC to me is not to be construed as an admission of any liability by GOOGLE LLC.

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.

I understand that if I do not sign this Release and return it to GOOGLE LLC, by the deadline listed on the Claim Form, 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 E
Timeline

| ACTIVITY | DATE |
|---|-------------|
| GOOGLE Mails Notice Documents (First Mailing) | 4/16/2021 |
| Postmark Deadline for Affected Applicants to Reply to Notice | 5/16/2021 |
| GOOGLE Notifies OFCCP of Undeliverable Mailings | 6/15/2021 |
| OFCCP Provides Updated Contact Information to GOOGLE | 6/29/2021 |
| GOOGLE Mails Notice Documents (Second Mailing) | 7/29/2021 |
| Postmark Deadline for Affected Applicants to Reply to Second Notice | 8/28/2021 |
| GOOGLE Provides List of Its Determination of Eligible Applicants | 9/27/2021 |
| OFCCP Reviews and Approves Final List and Distribution Amounts | 10/11/2021 |
| GOOGLE Mails Settlement Checks | 11/10/2021 |
| GOOGLE notifies OFCCP of Any Checks Returned as Undeliverable | 12/10/2021 |
| OFCCP Provides Updated Addresses | 1/9/2022 |

| | |
|--|----------|
| GOOGLE Mails Back pay Checks to New Addresses | 2/8/2022 |
| Distribution of Remaining Funds to Eligible Applicants | 7/3/2022 |

CONFIDENTIAL/PROPRIETARY EXEMPT FROM FOIA DISCLOSURE

Attachment F

