CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

SOUTHWEST AIRLINES CO. (HOUSTON HOBBY AIRPORT)

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Southwest Airlines Co.'s Houston Hobby Airport facility (Southwest Airlines or Southwest), located at 7800 Airport Drive, Houston, TX 77061 and found that Southwest Airlines was not in compliance with Executive Order 11246, as amended (E.O. 11246 or Executive Order) and Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and their implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60-1 and 60-741. OFCCP notified Southwest Airlines of the specific, alleged violations found in two Notices of Results of Investigation (NORI) issued on April 9, 2021 and on May 28, 2021.

In the interest of resolving the alleged violations found by OFCCP without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Southwest Airlines 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 Southwest's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 or Section 503 based on the violations alleged in the NORIs. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Southwest Airlines 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 Southwest Airlines' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Southwest Airlines will permit access to its premises upon advance notice 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 Southwest Airlines of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, 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. Southwest Airlines and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246 and Section 503.

5. Southwest Airlines agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

6. The parties understand the terms of this Agreement and enter into it voluntarily.

7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make corrections.

8. This Agreement becomes effective on the day it is signed by the Houston District Office District 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 Southwest Airlines submits its final progress report required in Section IV, below, unless OFCCP notifies Southwest in writing before the expiration date that Southwest 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 Southwest Airlines has met all of its obligations under the Agreement.

11. If Southwest Airlines violates the Agreement:

    a. The procedures at 41 C.F.R. 60-1.34 will govern:

        i. OFCCP will send Southwest Airlines a written notice stating the alleged violations and summarizing any supporting evidence.

        ii. Southwest Airlines 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 Southwest Airlines 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 Southwest Airlines, 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. Southwest Airlines may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 CFR 60-741.66 and/or other appropriate relief for violating this Agreement.

12. Southwest Airlines denies any violation of the Executive Order, Section 503 or VEVRAA, and there has been no 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 Office of Federal Contract Compliance Programs.

15. Each party shall bear its own fees and expenses with respect to this matter.

16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

17. All references to "days" in this Agreement 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. FINDINGS AND REMEDIES

1. VIOLATION: OFCCP found that Southwest Airlines is not in compliance with 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.2(b) in that it discriminated against two male employees, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) based upon their sex; specifically sexual orientation. The contractor treated the complainants different than non-protected employees based on their sexual orientation. OFCCP found that employees not in the protected class who violated company policies (e.g. flight privilege) were disciplined but not terminated, and thus were treated more favorably.

2. VIOLATION: OFCCP found that Southwest Airlines is not in compliance with 41 CFR 60-741.2(s)(iii) in that it discriminated against an employee based upon his disability.

REMEDIES for Violations 1 and 2: Southwest Airlines agrees to immediately cease the discriminatory practices, policies and procedures and provide an appropriate remedy to (b) (6), (b) (7)(C) to include monetary settlement and (b) (6), (b) (7)(C) to include monetary settlement, hiring, and benefits, respectively as set forth more specifically below. Southwest Airlines agrees to take the following corrective actions in accordance with the deadlines set forth in the Agreement:

a) **Training.** By on or before March 31, 2022, Southwest Airlines will provide training to all managers and Human Resources personnel who work at Southwest's Houston-Hobby Airport Station location regarding the appropriate policies and procedures including, but not limited to, Employee Travel Privilege Policy; Policy Concerning Harassment; Sexual Harassment, Discrimination and Retaliation Policy; and Disability Discrimination and Workplace Accommodation Policy.

b) **Notice Documents.** Within 15 days of the Effective Date of this Agreement, Southwest Airlines will mail the Notice Documents contained in Attachments A-C to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) The Notice Documents include a Notice, Release of Claims and Information Verification Forms. These documents will include a postage-paid return envelope, by first class mail to the best available mailing address for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) by the date set forth in the Agreement. If envelopes from the initial mail notice are returned with forwarding addresses, Southwest Airlines will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address.

If (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) fail to respond to the Notice Documents or fail to submit both documents required to participate in the settlement by the date set forth in the Timeline, OFCCP will provide Southwest with updated information for a second mailing in accordance with the Timeline.

The final deadline for (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) to respond to the Notice Documents will be set forth in these documents, and be 60 days from the Effective Date. Southwest Airlines will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

c) **Monetary Settlement.** Southwest Airlines will provide (b) (6), (b) (7)(C) a monetary settlement in the amount of $15,000.00 (fifteen thousand and NO/100 dollars) in back pay (less legal deductions and withholdings required by law). Southwest's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA) is not part of the settlement. Southwest Airlines will be responsible for all employer-paid taxes and all banking account fees. Southwest Airlines will provide OFCCP with documentation of payment made by the

deadline set forth in the Agreement. If the check remains uncashed 90 days after the initial date the check was mailed to (b) (6), (b) (7)(C) it will be void.

Southwest shall mail to (b) (6), (b) (7)(C) an IRS Form W-2 for the payment representing back pay. This IRS form will be provided to (b) (6), (b) (7)(C) either at the time of payment, electronically or with the settlement check, or at the end of the year of payment. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) will not be required to complete a W-4 or W-9 in order to receive a payment under this settlement.

d) **Job offer.** Southwest Airlines agrees to hire (b) (6), (b) (7)(C) as a Customer Service Agent (CSA) at the Las Vegas Station within 60 days of him returning all required forms to Southwest, and subject to (b) (6), (b) (7)(C) successfully completing a pre-employment drug screen and obtaining airport SIDA access (airport secured identification display unescorted access and background security screening) and all required pre-employment screenings[1]

In lieu of retroactive seniority under the collective bargaining agreement, Southwest will pay $1000.00 (one thousand and NO/100 dollars), less legal deductions and withholdings, in lieu of and as an express waiver by (b) (6), (b) (7)(C) of classification seniority. (b) (6), (b) (7)(C) will receive this payment upon completion of six months of employment with the company. In regard to company seniority, (b) (6), (b) (7)(C) will be credited with his previous service from May 4, 2015 (his original date of hire) to March 13, 2017 (his last date of employment). This credit will provide (b) (6), (b) (7)(C) with the following:

- Southwest Airlines will not require (b) (6), (b) (7)(C) to complete a 6-month probation period upon rehire.
- (b) (6), (b) (7)(C) starting hourly pay rate will be $16.62 which credits his previous service as an employee;
- Regarding vacation accrual, Southwest will credit (b) (6), (b) (7)(C) previous service so that he would be eligible to accrue up to 80 hours of vacation a year;
- Southwest will restore the 163 hours of sick leave (b) (6), (b) (7)(C) accrued during his previous years of service;
- Southwest will fully vest in (b) (6), (b) (7)(C) ProfitSharing Plan account and in his 401(k) Plan account under Southwest's retirement plans;

1 Pre-employment drug screen, pre-employment background check including education and employment verification; submitting fingerprints and passing fingerprint-based criminal history records check; complete and sign Southwest Airlines' employment application; submit vaccination card showing fully vaccinated against COVID-19 to Southwest, or request medical or religious accommodation, per Executive Order 14042; obtain SIDA (secured identification display area) badge from Las Vegas International Airport Badging Office (LAS) per their requirements.

- Although, in 2017, Southwest Airlines paid (b) (6), (b) (7)(C) for 19.5 hours of unused, accrued vacation time, upon rehire, Southwest will allow (b) (6), (b) (7)(C) to use up to 19.5 hours of *unpaid time off* in 2021 if he is hired in 2021;

- Southwest Airlines will provide (b) (6), (b) (7)(C) CSA new hire training.

d) **Employment Records.** Southwest Airlines agrees to change its records to reflect that both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) resigned their employment in 2017. Southwest will also place a letter in (b) (6), (b) (7)(C) file stating that, in the event of any future violation of Southwest Airlines' Travel Policy, (b) (6), (b) (7)(C) will be subject to appropriate discipline up to and including termination of employment.

e) **Future Employment.** Southwest does not have any designation of eligible or ineligible for rehire. (b) (6), (b) (7)(C) has the opportunity to apply to posted employment vacancies in the future. If he applies for employment at Southwest, Southwest agrees to provide (b) (6), (b) (7)(C) with the name of an employee at Houston Hobby Airport that (b) (6), (b) (7)(C) can use as a reference on that application or provide to the Southwest Recruiting Team as a reference for his prior Southwest employment. For any other prospective employer, (b) (6), (b) (7)(C) may obtain neutral employment verification of his Southwest employment at www.theworknumber.com.

f) **Documentation of Payment.** Southwest will provide OFCCP a copy of the cancelled check or electronic documentation of the payment to (b) (6), (b) (7)(C) including the amount paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned check in accordance with the reporting section below.

IV. REPORTING

Southwest Airlines shall submit the following to OFCCP, via email to (b) (6), (b) (7)(C) @dol.gov and (b) (6), (b) (7)(C) @dol.gov:

1. Within 90 days of the effective date of this Agreement, Southwest Airlines shall provide:

- Documentation that it mailed the monetary payment to (b) (6), (b) (7)(C) including a mail tracking number; and a copy of the check, indicating the recipient's name, issuance date, and the amount, provided (b) (6), (b) (7)(C) signs and returns the release.

- Documentation of (b) (6), (b) (7)(C) check clearing the bank, provided (b) (6), (b) (7)(C) signs and returns the release..

- Documentation that (b) (6), (b) (7)(C) was offered and/or hired into the Customer Service Agent position including the date of offer/hire, whether the offer was accepted and, if so, start date and the rate of pay, provided he successfully completes the required airport security and pre-employment screenings.

2. By on or before April 30, 2022, Southwest Airlines shall submit:

    - Documentation of all new policies and processes implemented in accordance with Part III of this Agreement;

    - Documentation of all training provided, as required by Part III of this Agreement;

    - Documentation that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) employment status has been revised in Southwest Airlines employment history to reflect resignation in March 2017.

    - Documentation that (b) (6), (b) (7)(C) is eligible to accrue up to 80 hours of vacation a year, restoration of 163 hours of sick leave, ability to fully vest in ProfitSharing Plan Account and 401K Plan Account, and is allowed to use 19.5 hours of unpaid time off.

3. By on or before August 31, 2022, Southwest Airlines shall submit:

    - Documentation that (b) (6), (b) (7)(C) has completed six months of employment with Southwest Airlines and that the company has paid (b) (6), (b) (7)(C) $1000.00 as a seniority buyout.

Southwest Airlines should retain records pertinent to the violation cited in Part III above, and for the reports submitted in compliance with this section. These records must include data and information underlying the required reports. Southwest Airlines shall retain the records until the expiration of this Agreement or consistent with regulatory requirements, whichever is later. Southwest Airlines and OFCCP have a common interest in the information being provided in the reports submitted pursuant to this Agreement. To the extent any of the reports provided in accordance with this Agreement are customarily kept private or closely-held, and Southwest Airlines believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Southwest Airlines 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.

V. SIGNATURES

The person signing this Agreement on behalf of Southwest Airlines Co. Houston Hobby Airport facility personally warrants that she is fully authorized to do so, that Southwest Airlines has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Southwest Airlines.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Southwest Airlines Co. Houston Hobby Airport facility, 7800 Airport Drive, Houston, TX 77061.

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

CYNTHIA S. FOX
Sr. Attorney – Labor & Employment
Southwest Airlines Co.

DATE: 11/01/2021

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

KAREN N. HYMAN
Houston District Director

DATE: 11/01/2021

Attachments:

A. Notice Documents
B. Release of Claims Under Executive Order 11246 for (b) (6), (b) (7)(C)
C. Release of Claims Under Executive Order 11246 for (b) (6), (b) (7)(C)
D. Information Verification Form
E. Progress Report Timeline

ATTACHMENT A

NOTICE TO (b) (6), (b) (7)(C)

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

Southwest Airlines Co. Houston Hobby facility (Southwest Airlines or Southwest) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246) and Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) that OFCCP found during the complaint investigation you filed on March 20, 2017. OFCCP's analysis showed that Southwest Airlines violated its obligations under the nondiscrimination and affirmative action provisions of Executive Order 11246 and Section 503 of the Rehabilitation Act or Americans with Disabilities Act regarding your allegations of termination based on sex, sexual orientation and disability. Southwest Airlines has not admitted to any violation of E.O. 11246 or Section 503 and there has not been any adjudicated finding that Southwest Airlines violated any laws. OFCCP and Southwest Airlines entered into the Agreement to resolve the alleged matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to receive a payment representing back pay and interest (less deductions and withholdings required by law). Under the terms of the Agreement it may take up to three months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return to Southwest Airlines the enclosed Information Verification and Release of Claims Forms.. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which complainant must respond].**

Cynthia S. Fox, Sr. Attorney Labor & Employment
Legal Dept. HDQ-4GC
Southwest Airlines Co.
P.O. Box 36611
Dallas, TX 75235-1611

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

If you have any questions you may email Southwest Sr. Paralegal (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)@wnco.com, or email OFCCP Assistant District Director LaToya Smith at (b) (6), (b) (7)(C)@dol.gov. Your message will be returned as soon as possible.

Southwest Sr. (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@wnco.com, or email OFCCP Assistant District Director LaToya Smith at (b) (6), (b) (7)(C)@dol.gov. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO SOUTHWEST AIRLINES BY _____, 2021[insert date by which complainant must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Cynthia S. Fox

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT A

NOTICE TO (b) (6), (b) (7)(C)

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

Southwest Airlines Co. Houston Hobby Airport facility (Southwest Airlines or Southwest) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246) that OFCCP found during the complaint investigation you filed June 27, 2017. OFCCP's analysis showed that Southwest Airlines discriminated against you based on sex and sexual orientation; and in retaliation for (b) (6), (b) (7)(C) raising claims of discrimination. Southwest Airlines has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Southwest Airlines violated any laws. OFCCP and Southwest Airlines entered into the Agreement to resolve the disputed matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to be employed as a Customer Service Agent at Southwest Airlines' Las Vegas station subject to you successfully completing a pre-employment drug screen and obtaining airport SIDA access (airport secured identification display unescorted access and background security screening), and all required pre-employment background screenings including:

- Pre-employment drug screen
- Pre-employment background check including education and employment verification
- Submitting fingerprints and passing fingerprint-based criminal history records check
- To facilitate above, must complete and sign Southwest Airlines' Employment Application
- Must submit vaccination card showing fully vaccinated against COVID-19 to Southwest, or request medical or religious accommodation, per Executive Order 14042.
- Must obtain SIDA (secured identification display area) badge from Las Vegas International Airport Badging Office (LAS) per their requirements.

Under the terms of the Agreement, once you submit all required pre-employment forms and information to Southwest after contacting LAS Assistant Station Manager (b) (6), (b) (7)(C) (email: (b) (6), (b) (7)(C)@wnco.com and phone 702-(b) (6), (b) (7)(C)), it may take up to two months thereafter before you receive your offer of employment. Further, in order to be eligible for an offer of employment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Forms. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your enclosed documents must be received by _____, 2021:**

(b) (6), (b) (7)(C) Sr. Attorney Labor & Employment
Legal Department
Southwest Airlines Co.
P.O. Box 36611, HDQ-4GC
Dallas, TX 75235-1611

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

If you have any questions you may email Southwest Sr. (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @wnco.com, or email OFCCP Assistant District Director LaToya Smith at (b) (6), (b) (7)(C) @dol.gov. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO SOUTHWEST AIRLINES BY _____, 2021, YOU WILL NOT BE ELIGIBLE TO RECEIVE A JOB OFFER.

Sincerely,

Cynthia S. Fox

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT B – (b) (6), (b) (7)(C)
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 AND SECTION 503 OF THE REHABILITATION ACT, AS AMENDED

This Release of Claims (Release) under Executive Order 11246 and Section 503 of the Rehabilitation Act, as amended (Section 503) is a legal document. The document states that in return for Southwest Airlines paying you the amount specified below, you agree that you will not file any lawsuit against Southwest Airlines for allegedly violating Executive Order 11246 or Section 503 in its termination of your employment in 2017 as it relates to your sex, sexual orientation or disability. Under this Release of Claims, Southwest Airlines 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 Southwest Airlines paying me the total amount of $15,000.00 (less deductions and withholdings required by law);); of Southwest changing its records to reflect that I resigned my employment in 2017; Southwest providing me with the opportunity to apply to posted employment vacancies in the future; providing the name of a Southwest Houston Hobby leader I can refer Southwest's Recruiting Team to on any Southwest Employment Application regarding my previous Southwest employment; and providing neutral employment verification at www.theworknumber.com for any prospective future employment, which I agree is acceptable, I (print name)_____ agree to the following:

I.

I hereby waive, release and forever discharge Southwest Airlines, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all, actions, causes of action, damages, liabilities, , and claims arising out of or actionable under Executive Order 11246 and Section 503 which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my termination of Southwest employment in 2017 as it relates to the basis of my sexual orientation or disability at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 or Section 503 relating to my 2017 termination of employment from Southwest Airlines through the Effective Date of this Release.

II.

I understand that Southwest Airlines denies that it treated me unlawfully or unfairly in any way and that Southwest Airlines 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 this matter. I further agree that the payment of the aforesaid sum by Southwest Airlines to me is not to be construed as an admission of any liability under Executive Order 11246 or Section 503 by Southwest Airlines.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact provided, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Southwest Airlines.

IN WITNESS WHEREOF, I have signed this document on this ____day of _____, 2021.

_____
Printed Name

_____
Signature

ATTACHMENT C – (b) (6), (b) (7)(C)
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims (Release) under Executive Order 11246 is a legal document. The document states that in return for Southwest Airlines offering you employment, you agree that you will not file any lawsuit against Southwest Airlines for allegedly violating Executive Order 11246 in its termination of your employment in 2017 as it relates to your sex or sexual orientation. Under this Release of Claims, Southwest Airlines does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money or job offer.

In consideration of Southwest extending me an offer of employment as a Customer Service Agent to its Las Vegas Airport Station (subject to me timely and successfully completing all pre-employment security and background screenings), changing its records to reflect that I resigned my employment in 2017; Southwest regarding me as having completed my 6 month probationary period as a Customer Service Agent previously; starting my hourly pay rate at $16.62 upon hire; crediting my previous Southwest Airlines' service so that I become eligible to accrue up to 80 hours of vacation a year upon rehire; upon rehire, restoring the 163 hours of sick leave I accrued during my previous years of service; Southwest allowing me to fully vest in my ProfitSharing Plan account and my 401(k) Plan account under Southwest's retirement plans; allowing me to use up to 19.5 hours of *unpaid time off* in 2021 if rehired in 2021; providing me with Customer Service Agent new hire training; and paying me the gross amount of $1000.00 (less legal deductions and withholdings) in lieu of classification seniority upon my completion of six months of employment with the company after rehire, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Southwest Airlines, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all, actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246 which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my termination of Southwest employment in 2017 as it relates to the basis of my sexual orientation at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to my 2017 termination of employment from Southwest Airlines through the Effective Date of this Release.

II.

I understand that Southwest Airlines denies that it treated me unlawfully or unfairly in any way and that Southwest Airlines entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make an offer of employment as described above to resolve this matter. I further agree that the offer of employment by Southwest Airlines to me is not to be construed as an admission of any liability under Executive Order 11246 by Southwest Airlines.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact provided, by the deadline listed on the Notice, I will not be entitled to receive a job offer from Southwest Airlines.

IN WITNESS WHEREOF, I have signed this document on this ____day of _____, 2021.

_____
Printed Name

_____
Signature

ATTACHMENT D

CONFIDENTIAL

INFORMATION VERIFICATION FORM

You must complete this form in order to participate in the settlement under the terms of the Conciliation Agreement (Agreement) between Southwest Airlines and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

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

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [*DATE COMPLAINANT MUST RESPOND*], YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT. THE FORMS SHOULD BE RETURNED TO:

Cynthia S. Fox, Sr. Attorney Labor & Employment
Legal Dept., HDQ 4GC
Southwest Airlines Co.
P.O. Box 36611
Dallas, TX 75235-1611

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

_____ Signature

_____ Date

REPORTING TIMELINE
Attachment E

Company Name: Southwest Airlines
Effective Date of Conciliation Agreement: 11/1/2021

Action Required	Number of Calendar Days from Effective Date	Due Date
Within 15 days of the Effective Date of this Agreement, SWA will mail Notice documents A-D to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)	15	11/16/2021
If envelopes from the initial mail notice are returned, SWA will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address.		TBD
If (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) fail to submit both documents required, OFCCP will provide SWA with updated infromation for a second mailing.	30	12/1/2021
OFCCP will provide information for second mailing	35	12/6/2021
The final deadline for (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) to respond will be 60 days from the Effective Date.	60	12/31/2021
SWA agrees to reinstate (b) (6), (b) (7)(C) within 60 days of him returning all required forms to SWA, subject to him completing a pre-employment drug screen and obtaining SIDA access.	60	12/31/2021
SWA will provide documentation that the monetary payment of $15,000 (less legal deductions and witholdings) was dispersed to (b) (6), (b) (7)(C) including a mail tracking number; a copy of the check indicating the recipient's name, issuance date, and amount.	90	1/30/2022
Documentation of (b) (6), (b) (7)(C) check clearing the bank.	90	1/30/2022
Documentation that (b) (6), (b) (7)(C) was offered and/or hired into the Customer Service Agent position including the date of offer/hire, whether the offer was accepted and, if so start date and the rate of pay.	90	1/30/2022
Documentation of all new policies and processes implemented in accordance with Part III of this Agreement	180	4/30/2022
Documenation of all training provided, as required by Part III of this Agreement	180	4/30/2022
Documentation that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) employment status has been revised in SWA's employment history to reflect resignation in March 2017.	180	4/30/2022
Documentation that (b) (6), (b) (7)(C) is eligible to accrue up to 80 hours of vacation a year, restoration of 163 hours of sick leave, ability to fully vest in ProfitSharing Plan Account and 401K Plan Account, and is allowed to use 19.5 hours unpaid time off.	180	4/30/2022
In lieu of retroactive seniority, SWA will pay $1000 (less legal deductions and witholdings) upon completion of 6 months of employment.		TBD

REPORTING TIMELINE
Attachment E

Documentation that (b) (6), (b) (7)(C) has completed six months of employment with SWA and that the company has paid (b) (6), (b) (7)(C) $1000 as a seniority buyout.	303	8/31/2022
Progress Report		**Due Date**
First Report Due:		1/30/2022
Second Report Due:		4/30/2022
Third Report Due:		8/31/2022
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	10/30/2022