

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
Thomson Reuters Corporation  
3 Times Square  
New York, New York 10036  
OFCCP Case No. R00207754**

**I. Preliminary Statement**

On June 5, 2018, the Office of Federal Contract Compliance Programs ("OFCCP") began evaluating Thomson Reuters Corporation's headquarters located at 3 Times Square, New York, NY 10036-6564 (hereinafter TR). Based on preliminary analysis of pay data, OFCCP asserted that TR was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3.

OFCCP has not issued any formal notice of alleged violations regarding the establishment under review and there have not been any adjudicated findings. TR has elected to voluntarily enter into this Conciliation Agreement ("Agreement") to bring the evaluation to a close. In the interest of resolving the asserted violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and TR enter into this Agreement, 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 TR's fulfillment of all its obligations in this Agreement, OFCCP agrees not to issue a Notice of Violation in the corporate management compliance evaluation of the 3 Times Square, New York, NY location and will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the asserted violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if TR 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 TR's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. TR will permit access to its premises with at least five days' 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 TR of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. TR and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. TR agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director ("Effective Date").
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after TR submits its final progress report required in Part VIII, below, unless OFCCP notifies TR in writing before the expiration date that TR 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 TR has met all of its obligations under the Agreement.
11. If TR violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send TR a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. TR 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 TR is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - iv. In the event of a breach of this Agreement by the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - b. TR may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. TR neither admits nor denies any violation of the Executive Order, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to "days" in this Agreement and in the Timeline included as Attachment C 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. Asserted Discrimination Violations**

#### **1. Alleged Compensation Disparities in 2017**

- a. OFCCP alleges that since at least October 1, 2017, TR failed to afford equal employment opportunity to Black employees employed in the Admin. Professionals Job Group ("JG 2C") by paying them less than similarly-situated Asians, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4 (Violation A).

- b. OFCCP alleges that since at least October 1, 2017, TR failed to afford equal employment opportunity to Black employees employed in the Tech Professionals Job Group ("JG 2D") by paying them less than similarly-situated Asians, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4 (Violation B).
- c. OFCCP alleges that since at least October 1, 2017, TR failed to afford equal employment opportunity to Hispanic employees employed in JG 2D by paying them less than similarly-situated Asians, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4 (Violation C).
- d. OFCCP alleges that since at least October 1, 2017, TR failed to afford equal employment opportunity to female employees employed in JG 2D by paying them less than similarly-situated males, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4 (Violation D).
- e. OFCCP alleges that since at least October 1, 2017, TR failed to afford equal employment opportunity to Black employees employed in the Client Specialist 6 Corporate Title in the Jr. Admin. Professionals Job Group ("JG 2E") by paying them less than similarly-situated whites, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4 (Violation E).

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

##### **1. Monetary Settlement**

- a. TR agrees to distribute \$550,000, adjusted for legal contributions and deductions required by law on the portion representing back pay only (such as federal, state, and/or local taxes and the employer's and Eligible Class Member's share of FICA and FUTA taxes), to the individuals on the Final List as explained in Paragraph 2 below.
- b. The total monetary settlement amount includes \$534,881.52 in back pay and \$15,118.48 in interest to resolve specific alleged violations set forth in Part III(1) above, as follows:
  - i. Asserted Violation A: \$105,836.77 in back pay and \$2,991.49 in interest.
  - ii. Asserted Violation B: \$119,589.49 in back pay and \$3,380.21 in interest.
  - iii. Asserted Violation C: \$94,757.02 in back pay and \$2,678.32 in interest.
  - iv. Asserted Violation D: \$203,675.55 in back pay and \$5,756.91 in interest.
  - v. Asserted Violation E: \$11,022.69 in back pay and \$311.56 in interest.



## 2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the monetary settlement will be distributed equally among the Eligible Class Members as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Class Members Eligible to Receive Payments.** The monetary settlement will be distributed in equal shares to all affected class members (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** Each Eligible Class Member will receive an equal share of only one of the respective settlement fund amounts identified in Part IV, Paragraph 1(b) above depending on their protected class (i.e., female, Black, or Hispanic). If an Eligible Class Member is in more than one protected class covered by a settlement fund amount (i.e., Hispanic/female), they will receive an equal share of whichever settlement fund amount provides for the largest relief for the Eligible Class Member.
- d. **Payments to Eligible Class Members.** OFCCP will provide TR a list of the payment amounts for each Eligible Class Member on the Final List by the date set forth on the Timeline. TR will issue checks, as the sole payor, or make electronic payments to each Eligible Class Members in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Members will be void. With respect to any uncashed funds, TR will make a second distribution in equal amounts to all Eligible Class Members who cashed their first check.
- e. **Tax Payments, Forms and Reporting.** TR will pay TR's share of social security withholdings, and any other tax payments required by law from additional funds separate from the monetary settlement. TR shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Members

will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

### 3. Notice Process

- a. **OFCCP and TR Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide affected class members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to affected class members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, TR 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 TR agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** TR will distribute notice documents to affected class members identified in Attachment A consistent with the sample notice documents contained in Attachment D. The Notice Documents may include a Notice, Release of Claims, and Information Verification Form. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet or other information that better enables affected class members to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by TR, if proposed by either party.
- c. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail Notice to Affected Class Members.** TR will provide initial notice by regular first-class mail to affected class members. TR 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 class member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, TR will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address. TR may choose to provide the Notice Documents to current employees in person.



Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to affected class members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Distribution of Notice by Other Means For Alleged Affected Class Members Who Do Not Respond To The Initial Notice.** TR shall work with the OFCCP to develop a recommended plan for notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact information. These other means will be designed to maximize the ability of affected class members to understand their rights and obligations under this Agreement and act upon them.
- f. **Notice Deadline.** The final deadline for any affected class members to respond to the Notice Documents will be set forth in the Timeline, but shall be no less than 30 days from the date of mailing of the Notice Documents. The parties 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from affected class members using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. TR will provide OFCCP contact information to any affected class members with questions or concerns.
- h. **Exchange of Information Regarding Affected Class Members.** TR and OFCCP will timely exchange information regarding affected class members, including updated contact information.
- i. **Final List of Eligible Class Members.** The Final List will include all affected class members 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 Class Members 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. TR will provide to OFCCP any information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, TR will provide OFCCP with copies of cancelled checks or electronic documentation of all

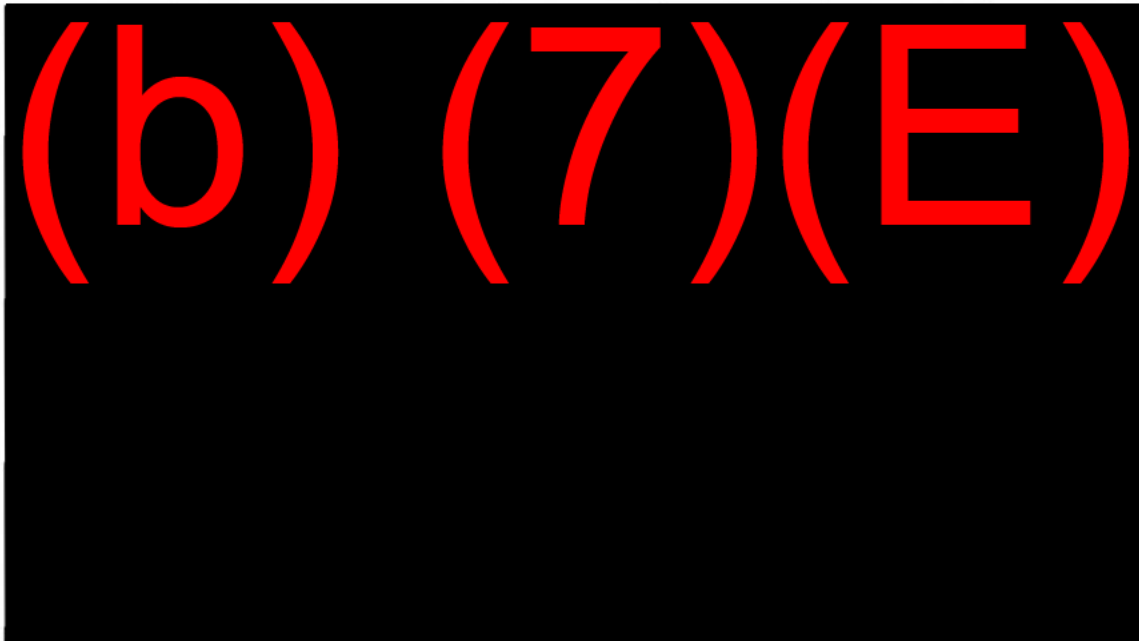
payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, TR will provide a similar documentation on the second distribution.

- k. **TR's Expenses.** TR will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

### 1. Pay Analysis and Adjustments

a.



## VI. Monitoring of Employment Practices

1. **Equal Employment Opportunities.** TR will continue to ensure that all employees are afforded equal employment opportunities with respect to TR's policies and practices that affect compensation at all facilities included in its AAP covering its Three Times Square establishment. TR agrees to continue or to implement the corrective actions detailed below.
2. **Evaluation.** TR will evaluate whether starting salaries, salary increases, promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect

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<sup>1</sup> The Client Specialist 6 Corporate Title in Job Group 2E - Jr. Admin. Professionals is not included in monitoring because the position was within TR's Financial & Risk business unit, which no longer exists as of October 2018.



on the compensation of Blacks, Hispanics, and females. This evaluation shall also occur annually when TR updates its AAP covering its Three Times Square establishment.

3. **Implement Improved Policies.** TR will review and revise its policies, as necessary, to guard against adverse impact with respect to the compensation of Blacks, Hispanics, and females in its AAP covering its Three Times Square establishment. TR will also review and revise its procedures, as necessary, ensuring compensation decisions are tracked and evaluated for compliance with all policies, and documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
4. **Training.** Within one hundred twenty (120) days of the Effective Date, TR will train all individuals involved in any way in determining compensation for positions in its AAP covering its Three Times Square establishment.
5. **Self-monitoring/Auditing.** TR will self-monitor its compensation program for employees in its AAP covering its Three Times Square establishment.
6. TR will investigate any complaint or information it receives that may indicate compensation disparities, and adhere to the anti-retaliation provision stated in II. 5 above.

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

1. **ASSERTED VIOLATION:** OFCCP alleges that TR failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, OFCCP alleges that TR failed to evaluate its compensation system to determine whether there was gender, race or ethnicity-based disparities for employees in JG 2C, JG 2D, and JG 2E, in violation of 41 CFR § 60-2.17(b)(3).

**REMEDY:** TR will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, TR must analyze its compensation system as part of its in-depth analyses to determine whether gender, race or ethnicity-based disparities exist for employees in its AAP covering its Three Times Square establishment in accordance with the requirements of 41 CFR § 60-2.17(b)(3).

2. **ASSERTED VIOLATION:** OFCCP alleges that TR failed to execute action-oriented programs designed to correct any problem areas identified. Specifically, OFCCP alleges that TR failed to evaluate its compensation system to determine whether there were gender, race or ethnicity-based disparities for employees in JG 2C, JG 2D, and JG 2E, in violation of 41 CFR §60-2.17(c).

**REMEDY:** TR will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b), in accordance with the requirements of 41 CFR §60-2.17(c) at all facilities included in its AAP covering its

Three Times Square establishment. Furthermore, TR must certify that it has made good faith efforts to remove any barriers and produce measurable results.

3. **ASSERTED VIOLATION:** OFCCP alleges that TR failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program at all facilities included in its AAP covering its Three Times Square establishment. Specifically, OFCCP alleges that TR failed to monitor compensation at all levels of JG 2C, JG 2D, and JG 2E to ensure that the nondiscriminatory policy is carried out, in violation of 41 CFR § 60-2.17(d)(1)-(4).

**REMEDY:** TR will develop and implement an auditing system to measure the effectiveness of its total affirmative action program, in accordance with 41 CFR § 60-2.17(d)(1)-(4). Specifically, TR will:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- (3) Review report results with appropriate levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

#### **VIII. OFCCP Monitoring Period**

1. **Recordkeeping.** TR agrees to retain all records relevant to the alleged violations cited in Parts III, VI and VII above at all facilities included in its AAP covering its Three Times Square establishment and the report submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required report. TR will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

#### **2. TR Reports.**

- a. **Schedule and Instructions.** TR agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

**Progress Report 1:** Due December 15, 2022, TR will submit:

1. A certification that TR performed in-depth analyses of its total employment process at all facilities included in its AAP covering its Three



Times Square establishment to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR § 60-2.17(b)(3).

2. A certification that TR executed action-oriented programs at all facilities included in its AAP covering its Three Times Square establishment designed to correct any problem areas identified in accordance with 41 CFR §60-2.17(c).
3. A certification that TR developed and implemented an auditing system to measure the effectiveness of its total Affirmative Action Program at all facilities included in its AAP covering its Three Times Square establishment in accordance with 41 CFR § 60-2.17(d)(1)-(4).
4. All information required to be provided pursuant to Part V, above, and, if differences that can't be explained by legitimate factors are identified, documentation of pay adjustments as required by Part V of this Agreement. This documentation will include the names, race and/or ethnicity, and gender of individuals who received salary adjustments or offered higher paying jobs, the amount of salary adjustment, and the date of the salary adjustment or start of higher-paid position and the rate of pay.

TR will submit the report to:

Rubayyi Salaam  
District Director, OFCCP  
New York District Office  
26 Federal Plaza, RM 36-116  
New York, NY 11278  
(b) (6), (b) (7)(C)@DOL.gov

TR and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent that the report TR provides in accordance with this agreement is customarily kept private or closely-held, and TR believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, TR will provide the report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts TR's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify TR in writing within sixty (60) days of the date of the final progress report that TR has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and

this Agreement will terminate. If OFCCP notifies TR within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines TR has met all of its obligations under the Agreement.

## IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Thomson Reuters Corporation, 3 Times Square, New York, NY.

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

Steven A. Moll  
General Counsel, Employment & Labor  
Thomson Reuters Corporation

DATE: 9/30/2021

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

Rubayyi Salaam  
District Director  
New York District Office  
OFCCP – Northeast Region

DATE: 9/30/2021

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Regional Liaison  
OFCCP – Northeast Region

DATE: 9/30/2021

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

Diana Sen  
Regional Director  
OFCCP – Northeast Region

DATE: 9/30/2021

### Attachments:

- A. List of Affected Class Members
- B. List of Corporate Titles for Monitoring
- C. Timeline
- D. Notice Documents



**ATTACHMENT A**

**List of Affected Class Members**

Number	Employee Identification Number
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**ATTACHMENT B**

**List of Corporate Titles for Monitoring**

(b) (7)(E)





(b) (7)(E)



## ATTACHMENT C

### Timeline

ACTIVITY	DATE
Thomson Reuters mails Notice Documents (First Mailing)	30 Days from Effective Date
Thomson Reuters provides OFCCP with a list of affected class members who did not timely return a completed and executed Release, including undeliverable mailings	75 Days from Effective Date
OFCCP provides Thomson Reuters with updated addresses for affected class members	100 Days From Effective Date
Thomson Reuters sends second notice to affected class members to determine eligibility	110 Days from Effective Date
Thomson Reuters provides OFCCP with documentation of second mailing.	135 Days form Effective Date
The final deadline for any affected class members to respond to the notice	155 Days from Effective Date
Thomson Reuters Submits the Final List of Eligible Employees and copies of rejected responses.	170 Days from Effective Date
The Parties meet to establish the Final List of Eligible Employees	190 Days from Effective Date
OFCCP provides Thomson Reuters a list of the payment amount for the Eligible Employees in the Final List	200 Days from Effective Date
Thomson Reuters disburses monetary settlement	210 Days from Effective Date
Thomson Reuters provides OFCCP with notification of disbursement of monetary settlement	220 Days from Effective Date
Thomson Reuters provides OFCCP with documentation of all payments made and any payments returned undelivered or any checks not cashed	245 Days from Effective Date

Thomson Reuters issues second distribution, if applicable, of checks to Eligible Class Members who cashed their first check	295 Days from Effective Date
Thomson Reuters provides OFCCP with notification of the second check distributed to the Eligible Class Members who cashed their first check	305 Days from Effective Date



**ATTACHMENT D-1**

**Notice to Affected Class  
[Thomson Reuters Letterhead]**

Dear [name]:

Thomson Reuters and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of Thomson Reuters' facility at 3 Times Square, New York, NY. OFCCP asserts based on its preliminary analysis that as of October 1, 2017, Thomson Reuters has paid Black, Hispanic, and female employees in Admin. Professional, Tech Professional, and Client Specialist positions less per year than Asians, whites, and males, respectively, within the same job group at the same location. Thomson Reuters has not admitted to any violation of E.O. 11246 and expressly denies that there has been any violation of E.O. 11246 or any other law, and there has not been any adjudicated finding that Thomson Reuters violated any laws. OFCCP and Thomson Reuters entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as an Admin. Professional, Tech Professional, or Client Specialist. Under the Agreement, you may be eligible to receive a payment of at least \$4,867.26 (less deductions required by law). Under the terms of the Agreement it may take up to 6 months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Form. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received within 30 days of the date this letter was postmarked.**

[Name]  
[Position]  
**Thomson Reuters**  
[Address]

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

If you have any questions you may contact [name] at Thomson Reuters at [phone number], or [email], OFCCP Regional Liaison (b) (6), (b) (7)(E) at (212) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@DOL.gov. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO THOMSON REUTERS WITHIN 30 DAYS OF THE DATE THIS LETTER WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Thomson Reuters  
Conciliation Agreement  
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Sincerely,

***[Name]***

Enclosures

Information Verification Form  
Release of Claims Form

**ATTACHMENT D-2**

**Information Verification Form**

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

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

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

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

Email \_\_\_\_\_

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

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE LETTER CONTAINING THIS FORM WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

**[Name]**  
**[Address]**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT D-3**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

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

In consideration of payment by the Contractor to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Thomson Reuters, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their current and former 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, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my compensation on the basis of my race and/or ethnicity or gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Thomson Reuters through the Effective Date of this Release.

**II.**

I understand that Thomson Reuters denies that it treated me unlawfully or unfairly in any way and that Thomson Reuters entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 5, 2018. I further agree that the payment of the aforesaid sum by Thomson Reuters to me is not to be construed as an admission of any liability by Thomson Reuters.

**III.**

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

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Thomson Reuters.

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

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

\_\_\_\_\_  
Signature