

Early Resolution Conciliation Agreement

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

Stanley Black & Decker

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Stanley Black & Decker (SBD) establishment located at 12828 Valley Branch Lane, Farmers Branch, TX 75234 beginning on September 23, 2020. OFCCP shared preliminary evaluation findings with SBD on July 15, 2022, alleging that SBD failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60.

In the interest of resolving the violations without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and SBD 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 SBD's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SBD 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 SBD'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. SBD will permit access to its premises during normal business hours upon reasonable notice 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 SBD 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. SBD and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
 5. SBD 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 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 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 correction.
 8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain 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 SBD submits its final progress report required in Section VII, below, unless OFCCP notifies SBD in writing before the expiration date that SBD has failed to fulfill all its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines SBD has met all its obligations under the Agreement.
11. If SBD violates this Agreement:
- a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send SBD a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. SBD 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 SBD 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 SBD, 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. SBD 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. SBD denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. PRELIMINARY FINDINGS

FINDINGS: OFCCP asserts that, based on a statistical analysis of a snapshot of compensation data from July 1, 2020, statistically significant base pay disparities existed at the Farmers Branch facility which impacted female employees in Job Group 7 in the following job titles: Calibrator; Operator CNC; Operator Machine; and Team Leader. These positions represent 57 of 59 female employees in Job Group 7. OFCCP asserts that such pay disparities violate 41 C.F.R. 60-1.4(a)(1).

REMEDY: SBD agrees to provide an appropriate remedy to the class of impacted female employees including back pay, salary adjustments and career development opportunities.

Additionally, SBD will provide training to employees involved in making salary determinations and adjustments, as well as promotion decisions as set forth below.

IV. FINANCIAL REMEDY – BACK PAY

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, SBD will deposit a total of \$150,000 in an FDIC-insured interest-bearing account maintained by SBD at the prevailing interest rate. By the deadline set forth in the Timeline, SBD will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, SBD will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. SBD's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. SBD will be responsible for all employer-paid taxes and all banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes back pay and interest to resolve pay disparities against female employees identified on Attachment A.
- c. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on the interest-bearing account, will be distributed among the Eligible Employees according to OFCCP's calculations. Individual distributions 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 and Federal Unemployment Tax Act (FUTA)), state or local taxes.

2. Notice Process

- a. **Notice Documents.** SBD will distribute Notice Documents contained in Attachments C-E to Affected Employees identified in Attachment A. The Notice Documents include a Notice, Release of Claims and Information Verification Forms. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement.
- c. **Distribution of Mail Notice to Affected Employees.** SBD will provide initial notice by regular first-class mail. SBD will send copies of the Notice, Information Verification Form and Release of Claims, as described above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial

mail notice are returned with forwarding addresses, SBD will re-mail the Notice Documents within thirty (30) days of receipt of the forwarding address.

Based on the response to the initial mailing, SBD will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit all documents and information required to participate in the settlement by the date set forth in the Timeline. OFCCP will provide SBD with updated information for the second mailing in accordance with the Timeline. SBD will send a second mail distribution to all Affected Employees who fail to respond.

- d. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be set forth in these documents and be 90 days from the Effective Date. 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.
- e. **Final List of Eligible Class Members.** All Affected Employees who timely respond to the Notice and submit the Information Verification Form and Release of Claims by the deadline set forth in the Notice and whose eligibility is verified by OFCCP (Eligible Class Members) will be eligible for a financial remedy. SBD will draft a list of all Eligible Class Members (Final List) and submit it to OFCCP by the date set forth in the Timeline. OFCCP shall make the final determinations of eligibility and return to SBD the Final List with individual back pay amounts.

3. Allocation of Financial Remedy

- a. **Payments to Eligible Employees.** OFCCP will provide SBD a list of the payment amount for each Eligible Class Member on the Final List by the date set forth in the Timeline. SBD will issue checks as the sole payor or make electronic payments to each Eligible Class Member in the stated amount by the date set forth on the Timeline. SBD will provide OFCCP with documentation of all payments made, all payments returned as undelivered, and all checks not cashed by the deadline set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, SBD will make a second distribution based upon calculations to be provided by OFCCP to all Eligible Class Members who cashed their first checks if the total amount of unclaimed funds from uncashed checks provides for each Eligible Class Member who cashed their first checks to receive at least thirty dollars (\$30) if the total amount in the account is evenly distributed amongst them. Otherwise, all remaining funds will revert to SBD for use in advancing EEO trainings and similar initiatives.
- b. **Tax Payments, Forms and Reporting.** SBD will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. SBD 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 Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement. Pursuant to the Tax Cuts and Jobs Act (TCJA), OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.¹

V. PAY EQUITY ANALYSIS AND SALARY ADJUSTMENTS

1. **Pay Adjustments.** To proactively facilitate compliance with Executive Order 11246, SBD will conduct annual analyses as set forth in Part V(2)(a) below.
2. **Analysis.**
 - a. SBD will conduct a pay equity analysis of its employees in Job Group 7 to ensure pay equity for women, using the methodology described in Attachment F. SBD will use a snapshot from data on January 31, 2023. SBD will submit the data as requested in Attachment F by April 1, 2023.
 - b. The methodology set forth in Attachment F is to be used by the parties for these settlement purposes only, and it shall not be precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.
 - c. Any alleged breach by SBD of the specific requirements of Part V of this Agreement shall be subject to the enforcement provisions in Part II (11) but shall not affect the Parties' agreement to resolve OFCCP's allegations contained in the PDN in exchange for the settlement payments of \$150,000.00 in back pay and interest as outlined in Part IV of this Agreement.

VI. MODIFICATIONS TO COMPENSATION PRACTICES AND OTHER RELIEF

1. **Self-Analysis of Pay Disparities.** Pursuant to 41 C.F.R. 60-2.17(b), SBD will review annually its compensation policies and practices to ensure SBD complies with 41 C.F.R. 60-1.4(a)(1). This includes monitoring base salary as well as the administration of non-base compensation for any indication of statistically significant disparities based on gender, race and/or ethnicity and will investigate and remedy any such inequity. If any disparities cannot be explained by legitimate factors, then SBD will remedy the disparities through salary adjustments. SBD will also evaluate whether starting salaries, salary increases, promotion decisions, level designation, and job assignments result in a disproportionately negative effect on the compensation of employees of a particular gender, race, and/or ethnicity. If these decisions have an adverse impact on employees of a particular gender,

¹ The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

race and/or ethnicity, SBD will consider alternative practices that satisfy business necessity without causing a disparity.

2. **Revised Policies and Procedures.** SBD will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all its employees as required by 41 C.F.R. 60-1.4(a). All revised pay practices must ensure nondiscrimination in rates of pay or other forms of compensation.
3. **Training.** SBD must provide training to all its managers and supervisors who make compensation and promotion decisions at the location covered in this Agreement, as well as to all human resources personnel at this establishment. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices established pursuant to Paragraph 2 above.

VII. REPORTS AND MONITORING

1. **Recordkeeping.** SBD agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. SBD will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Progress Reports.**
 - a. **Schedule and Instructions.**
 - i. *Progress Report on compliance with Part V.* SBD agrees to submit the following: By April 1, 2023, SBD will report to the OFCCP pay adjustments made in accordance with Part V of this Agreement (Progress Report). The Progress Report will contain the name, employee ID, gender, race and/or ethnicity of the recipient of the pay adjustment, and the adjustment amount. SBD will also provide name, employee ID, gender, race and/or ethnicity and current salary (total compensation, base pay, bonus, other forms of compensation separately) of all employees in Job Group 7 as of the snapshot date SBD used to conduct the compensation analysis for OFCCP's verification. To the extent any of the reports SBD provides in accordance with this Agreement are customarily kept private or closely held, and SBD believes they should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, SBD will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will provide notice to SBD as to the request and shall treat any such documents as confidential documents, not subject to disclosure to the extent allowed by law.

- ii. *Documentation of monetary payments to all Eligible Employees as specified in Part IV (3).* The documentation must include the names of all Eligible Employees who were paid, and, for each Eligible Employee, and the amount of the check and the date the check cleared the bank. SBD must provide OFCCP with copies of all canceled checks upon request. SBD shall provide these reports by the due dates listed in the Timeline.
- iii. A statement from SBD confirming that it conducted its annual self-analysis of pay as described in Part VI above.
- iv. Documentation of any revised compensation policies and procedures as described in Part VI above.
- v. Documentation of training on equal opportunity in compensation training, as described in Part VI above.

b. SBD will submit reports to:

District Director Rachel M. Woods
600 South Maestri Place Suite 341,
New Orleans, LA 70130,

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

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Stanley Black & Decker, 12828 Valley Branch Lane, Farmers Branch, TX 75234.

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

Russell Sweeting
Director, Labor & Employment Relations
Stanley Black & Decker

DATE: 9/30/2022

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

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region

DATE: September 30, 2022

Attachments:

- A. List of Affected Class Members
- B. Timeline
- C. Notice Document
- D. Information Verification Form
- E. Release of Claims Under Executive Order 11246
- F. Statistical Model

ATTACHMENT A

List of Affected Class Members

Count	Job Title	Name	Race	Gender	Employee ID
1	(b) (6), (b) (7)(C)				
2					
3					
4					
5					
6					
7					
8					
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30					
31					
32					
33					
34					
35					
36					
37					
38					
39					

40	(b) (6), (b) (7)(C)
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ATTACHMENT B

Timeline

Company Name: Stanley Black & Decker (SBD)

Effective Date of Conciliation Agreement:

09/30/2022

Action Required	Number of Calendar Days from Effective Date	Due Date
Within thirty (30) days after the Effective Date, SBD will deposit a total of \$150,000 in an FDIC-insured interest-bearing account maintained by SBD at the prevailing interest rate.	30	10/30/2022
SBD will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount.	40	11/10/2022
SBD will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account.	TBD	
SBD will send copies of the Notice, Verification Form and Release including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee.	30	10/30/2022
If envelopes from the initial mail notice are returned with forwarding addresses, SBD will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address	TBD	
Based on the response to the initial mailing, SBD will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit both documents required to participate in the settlement	45	11/15/2022
OFCCP will provide SBD with updated information for the second mailing.	55	11/25/2022
SBD will send a second mail distribution to all Affected Employees who fail to respond to the first mailing.	60	11/30/2022
The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be 90 days from the Effective Date.	90	12/30/2022
SBD will establish the Final List and submit it to OFCCP.	95	01/04/2023
OFCCP shall make the final determinations of eligibility and return to SBD the individual back pay amounts.	105	01/14/2023

SBD will issue checks or make electronic payments to each Eligible Class Member in the stated amount.	120	01/29/2023
SBD will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible 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, SBD will provide similar documentation on the second distribution.	TBD	
Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, SBD will make a second distribution to all Eligible Class Members who cashed their first check.	180	03/30/2023
Progress Report 1: SBD will provide the following report: 1) Employee name, employee ID, gender, and current salary as of the snapshot date for every employee in Job Group 7 and job titles as of the snapshot date January 31, 2023, and 2) Any proposed salary adjustments for the female employees in Job Group 7, and 3) A statement from SBD confirming that it conducted its annual self-analysis of pay and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments, and 4) Documentation of any revised compensation policies and procedures, and 5) Documentation of training on equal opportunity in compensation training.		04/01/23
OFCCP will approve the proposed 2023 salary adjustments.		04/10/23
SBD will implement all pay equity adjustments.		4/30/23
SBD will report to the OFCCP the 2023 pay adjustments made in accordance with Part V of this Agreement.		5/15/23
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):		05/31/2023

ATTACHMENT C

NOTICE TO AFFECTED CLASS MEMBERS

Dear [name]:

Stanley Black & Decker (SBD) 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 a compliance review of SBD's Farmers Branch facility. OFCCP's analysis showed that since July 1, 2020, SBD has paid certain female employees in Job Group 7 significantly less per year than male employees in similar roles at the same location. SBD has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that SBD violated any laws. OFCCP and SBD 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 in one of the following positions: positions: Calibrator, Operator CNC, Operator Machine and Team Leader. Under the Agreement, you may be eligible to receive a payment representing back pay and interest (less deductions required by law). Under the terms of the Agreement, it may take up to [number] 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 the 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 by [insert date by which eligible employees must respond].**

[Name]
[Position]
[SBD]
[Address]

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

In the event you may have previously signed an agreement with SBD that you believe prohibits your participation in this settlement, you are hereby notified that you are allowed to participate in this settlement.

If you have any questions you may call [name] at [SBD] at [phone number], or email OFCCP Compliance Officer(b) (6), (b) (7)(C) [REDACTED]. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO SBD BY [insert date by which eligible employees must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT D
INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between SBD 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 SBD at the address below if your address, email address or phone number changes within the next twelve (12) months.

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 ELIGIBLE EMPLOYEES MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

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

Signature

Date

ATTACHMENT E

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

In consideration of payment of at least \$ (less deductions required by law) by SBD to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge SBD, its predecessors, successors, related entities, parents, and 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 compensation on the basis of my gender and race 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 compensation with SBD through the Effective Date of this Release.

II.

I understand that SBD denies that it treated me unlawfully or unfairly in any way and that SBD 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 September 23, 2020. I further agree that the payment of the aforesaid sum by SBD to me is not to be construed as an admission of any liability by SBD.

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 Employees, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from SBD.

IN WITNESS WHEREOF, I have signed this document on this ____ day of
_____, 2022.

Printed Name

Signature

ATTACHMENT F

SALARY ADJUSTMENTS METHODOLOGY

SBD will determine salary adjustments based on compensation analyses conducted using the snapshot date January 1, 2023. SBD will submit to OFCCP the compensation data for the snapshot date to determine the salary adjustments by April 1, 2023. After SBD has completed its compensation analyses and determined the amount of any salary increases for female employees currently in the job family and job titles listed below, SBD will send a report to OFCCP for review and approval before the salary adjustments are implemented.

This report will include:

- 1) Employee name, employee ID, gender, race, ethnicity, and current salary as of the snapshot date for every employee in Job Group 7, and
- 2) Recommended salary adjustments for female employees in Job Group 7.

This report will be due April 1, 2023, and OFCCP will approve any proposed salary adjustments by April 10, 2023. SBD will institute all annual pay equity adjustments by April 30, 2023. Once SBD makes the approved salary adjustments, the report on these salary adjustments will be due May 15, 2023.

OFCCP may request additional information to confirm the salary adjustments, such as the factors used in SBD's analysis. These factors may include but are not limited to time-in-job, other-time-in-company, FLSA exempt status, part-time status, rehire status, and salary grade.