

Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Salesforce, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Salesforce Inc, located at 415 Mission Street, San Francisco, California 94105, beginning on June 22, 2023. The Complainant alleges that Salesforce, Inc. violated the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 C.F.R. § 60-300, when Salesforce, Inc. placed the Complainant on a Performance Improvement Plan (PIP) and subsequently terminated him.

In the interest of resolving this allegation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Salesforce, Inc. enter into this Early Resolution Conciliation Agreement (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 Salesforce, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Salesforce, Inc. 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 Salesforce, Inc.'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. Upon reasonable notice to Salesforce, Inc., Salesforce, Inc. will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Salesforce, Inc. of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Salesforce, Inc. and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under VEVRAA.

5. Salesforce, Inc. 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 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 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 six (6) months after the signature of the District Director
11. If Salesforce, Inc. violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Salesforce, Inc. a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Salesforce, Inc. 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 Salesforce, Inc. 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 Salesforce, Inc., 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. Salesforce, Inc. may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 and/or other appropriate relief for violating this Agreement.
12. Salesforce, Inc. neither admits nor denies any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own costs, 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. ALLEGED VEVRAA COMPLAINT

On April 20, 2023, Complainant received a Performance Improvement Plan (PIP) and was subsequently terminated July 14, 2023. The Complainant alleges that he is a self-identified honorably discharged wartime military veteran, who has been employed at Salesforce, Inc. for over (b) (7)(C), (b) (6) years with good performance, and in (b) (7)(C), (b) (6), the Complainant was promoted to (b) (7)(C), (b) (6). Complainant also alleged Veterans only represent (b) (7)(C) % of employee demographics and that Salesforce, Inc.’s values are not committed to retaining veteran employees.

### IV. Financial Remedy

1. **Settlement Amount.** Salesforce, Inc. agrees to pay the Complainant, the amount of 26 weeks salary at \$120,462.23 and pay direct COBRA benefits of medical, dental, vision coverage at an estimated total cost of \$12,118.68.
2. **Payments to Complainant.** Salesforce, Inc. will issue a check or make electronic payment to the Complainant for the 26 weeks salary in the stated amount on or before September 30, 2023.
3. **Documentation of Payments.** By the deadline set forth in this Agreement. Salesforce, Inc. will provide OFCCP with a copy of the check or electronic documentation of the payment to the Complainant, including the amount paid, the date payment was sent, the date payment was received, or the check cashed, and COBRA payments.
4. **Salesforce, Inc.’s Expenses.** Salesforce, Inc. will pay all costs and 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 Amount.

## V. OFCCP Monitoring Period

1. **Recordkeeping.** Salesforce, Inc. agrees to retain all records relevant to Section IV above and the reports submitted in compliance with Paragraph 2, below. Salesforce, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
  - a. **Schedule and Instructions.** Salesforce, Inc. agrees to furnish OFCCP with one progress report due on January 31, 2024. Salesforce, Inc. will submit the report to: Tamara Moland, Director of Operations, (b) (7)(C), (b) (6)@dol.gov and (b) (7)(C), (b) (6) (b) (7)(C), (b) (6), Regional Technical Expert, (b) (7)(C), (b) (6)@dol.gov.

### The progress report will include the following:

- i. A copy of the Release of Claims under VEVRAA returned by the Complainant.
  - ii. Documentation of the monetary payment to the Complainant as specified in the Remedy in Part III. The documentation must include a copy of the cancelled check or electronic documentation of payment made to the Complainant, including the amount paid, the date payment was sent, the date payment was received, or the check cashed, and COBRA payments.
  - iii. Salesforce, Inc. will submit report to Tamara Moland, Director of Operations, (b) (7)(C), (b) (6)@dol.gov and (b) (7)(C), (b) (6) (b) (7)(C), (b) (6) Regional Technical Expert, (b) (7)(C), (b) (6)@dol.gov. Salesforce, Inc. and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports Salesforce, Inc. provides in accordance with this Agreement are customarily kept private or closely held, and Salesforce, Inc. believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Salesforce, Inc. 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.
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 Salesforce, Inc.’s progress report as set forth in Section V above. If OFCCP fails to notify Salesforce, Inc. in writing within sixty (60) days of the date of the progress report that Salesforce, Inc. has not fulfilled all 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 Salesforce, Inc. within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Salesforce, Inc. has met all its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Salesforce, Inc., 415 Mission Street, San Francisco, California 94105.

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

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Yewleh Chee  
Sr. Corporate Counsel, Global Labor and Employment  
Salesforce, Inc.

DATE: 8/17/2023

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

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Jane Suhr  
Regional Director  
OFCCP, Pacific Region

DATE: 8/18/2023

Enclosure:

Release of Claims Form