

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Michael Baker International, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Engineering Unit Functional Affirmative Action Program¹ maintained by Michael Baker International, LLC (“Michael Baker”), beginning on August 23, 2021, covering the time period of January 1, 2020 through June 30, 2021. OFCCP alleges that Michael Baker failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60, with respect to the compensation associated with four employees.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Michael Baker 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 Michael Baker’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Michael Baker 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 Michael Baker’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. Michael Baker 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 Michael Baker 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

¹ A list of the locations comprising the Engineering Unit Functional Affirmative Action Program is attached herein as Attachment D.

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Michael Baker and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Michael Baker 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 Michael Baker submits its final progress report required in Part VII, below, unless OFCCP notifies Michael Baker in writing before the expiration date that Michael Baker 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 Michael Baker has met all of its obligations under the Agreement.
11. If Michael Baker violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Michael Baker a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Michael Baker 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 Michael Baker 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 Michael Baker, 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. Michael Baker 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. Michael Baker 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 (hereinafter, the Timeline), 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. Discrimination Violation

ALLEGED VIOLATION: OFCCP found that Michael Baker was not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246, Section 202, 41 C.F.R. § 60-1.4(a)(1), and 41 C.F.R. § 60-20.4. Specifically, since at least January 1, 2020 and continuing thereafter, OFCCP found that Michael Baker paid some female employees in four job titles under EEO Category 2 less than their male counterparts. OFCCP recognizes that Michael Baker reviewed its compensation and proactively made salary adjustments.

IV. Financial Remedy

1. Settlement

- a. **Settlement Amount.** Michael Baker will pay a total of \$122,299.17 (Settlement Amount). The Settlement Amount is a negotiated amount that represents estimated back pay and accrued interest for the individuals identified herein.

Michael Baker's share of statutory taxes/contributions on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other state and/or local taxes, is not part of the Settlement Amount.

The total Settlement Amount includes \$107,496.63 in back pay and \$14,802.54 in interest to resolve the specific alleged violation set forth above, as follows:

- i. (b) (6), (b) (7)(C) : \$29,095.58 in back pay and \$4,042.89 in interest
- ii. (b) (6), (b) (7)(C) : \$34,683.25 in back pay and \$4,684.80 in interest
- iii. (b) (6), (b) (7)(C) : \$14,562.08 in back pay and \$1,985.74 in interest
- iv. (b) (6), (b) (7)(C) : \$29,155.72 in back pay and \$4,089.11 in interest

2. Allocation

- a. **Total Amount to be Allocated.** The Settlement Amount will be distributed among the eligible employees 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), state or local insurance premiums or taxes.
- b. **Affected Individuals Eligible to Receive Payments.** The Settlement Amount will be distributed to the four "Affected Individuals" identified in Part IV, Section 1.a above and Attachment A below (hereinafter, Affected Individuals) who timely respond to the "Notice Process" explained in Part IV, Section 3 below, and whose eligibility is verified (hereinafter, Eligible Employees). OFCCP will determine the final amount for each Eligible Employee based on a formula, the response rate of affected class members, or other terms provided in this Agreement. All Eligible Employees who comply with the obligations set forth in this Agreement are entitled to their share of the monetary amounts identified in Part IV, Section 1.a. above and Attachment A below. Michael Baker will take the following actions to distribute the payments:
 - i. Michael Baker will pay each Eligible Employee currently employed by Michael Baker in the manner in which the Eligible Employee is normally paid their regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth above; and
 - ii. For the remainder of the Eligible Employees, Michael Baker will mail a check subject to all lawful contributions and deductions as set forth above.
- c. **Payments to Eligible Employees.** Michael Baker will issue checks or make electronic payments to each Eligible Employee 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. Michael Baker will take the following actions to distribute the payments outlined in Part IV, Section 1.
 - i. Michael Baker will pay each Eligible Employee currently employed by Michael Baker in the manner in which the Eligible Employee is normally paid their regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth above; and
 - ii. For the remainder of the Eligible Employees, Michael Baker will mail a check subject to all lawful contributions and deductions as set forth above.

- iii. OFCCP will receive timely documentation of all payments made.
- d. **Tax Payments, Forms and Reporting.** Michael Baker will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Amount. Michael Baker shall mail to each Eligible Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year in accordance with Michael Baker's standard timing and practice of providing such tax documents to its employees, contractors, and vendors. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.² 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 \$50,000.³

3. Notice Process

- a. **OFCCP's and Michael Baker's Obligations under the Notice Process.** The notice process set forth in this Agreement is intended to provide Affected Individuals 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 Individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Michael Baker 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 Michael Baker agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Michael Baker will distribute notice documents to Affected Individuals identified in Attachment A consistent with the sample "Notice Documents" contained in Attachment C (Notice Documents). The Notice Documents may include a "Notice", "Information Verification Form", and "Release of Claims". The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Individuals 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

² IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. See 26 CFR 31.3402(f)(2)-1(a).

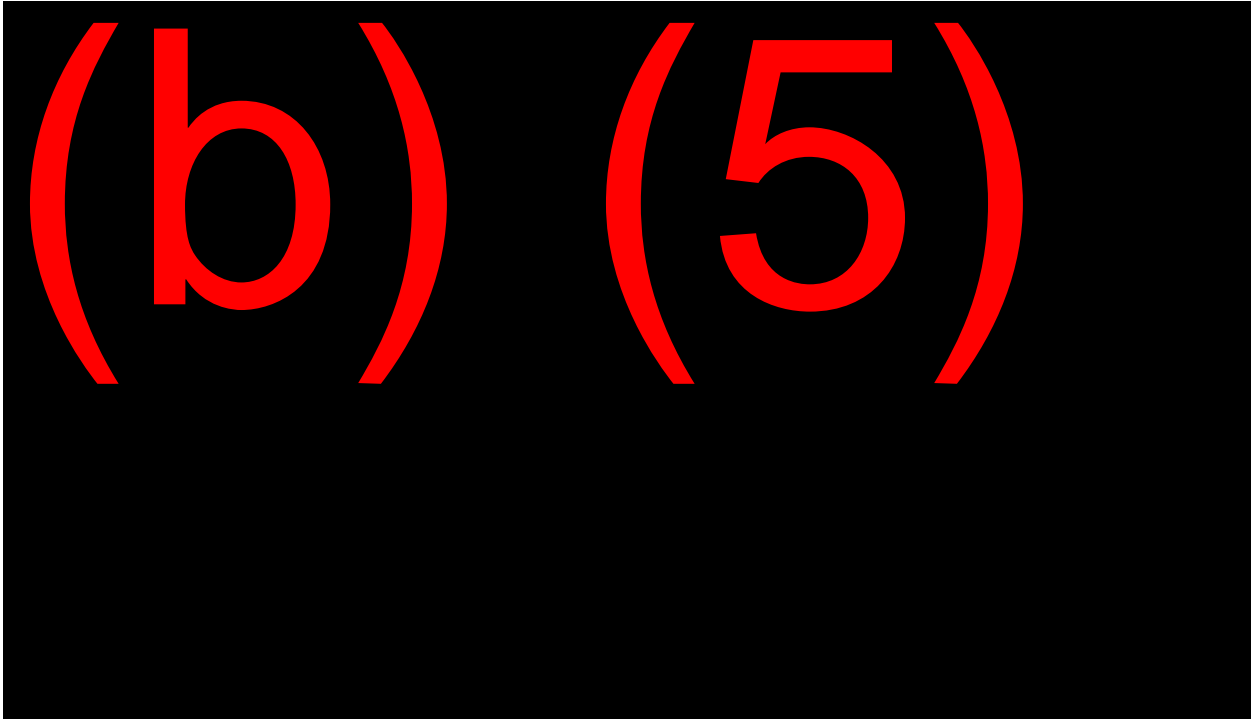
³ The IRS issued its implementing regulations in January 2021.
<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

- 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 Michael Baker, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Documents to be provided 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 Individuals.** Michael Baker will provide the Notice Documents by regular first-class mail, including a postage-paid return envelope or by electronic mail to the best available address for each Affected Individual, by the date set forth in the Timeline. If envelopes from the initial mail are returned as undeliverable, it is expected that Michael Baker will make other reasonable efforts to attempt to contact the Affected Individuals.
 - e. **Notice Deadline.** The final deadline for any Affected Individual to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
 - f. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Individuals 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. Michael Baker will provide OFCCP contact information to any Affected Individual with questions or concerns.
 - g. **Exchange of Information Regarding Affected Individuals.** Michael Baker and OFCCP will timely exchange information regarding Affected Individuals, including updated contact information and the results of any technical assistance provided.
 - h. **Documentation of Payments.** By the deadline set forth in the Timeline, Michael Baker will provide OFCCP with copies of the employees pay stubs and a statement showing the wire transfer with a federal reference number documenting the Settlement Payment 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, Michael Baker will provide a similar documentation on the second distribution.
 - i. **Michael Baker's Expenses.** Michael Baker 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 Relief

1. Compensation Analyses and Pay Adjustments

Within 60 days of the Effective Date of this Agreement, Michael Baker will analyze the gender and race neutrality of its pay policies and practices for all employees in the Engineering Functional Unit by conducting a compensation disparity analysis of base



Within 90 days of the Effective Date of this Agreement, Michael Baker will provide the results of the regression analysis and the underlying data used for this analysis. Michael Baker will also provide a report detailing its variable analysis. In addition, Michael Baker will report to OFCCP all pay adjustments for those employees whom Michael Baker determines merit a pay adjustment (if any) including, for each such employee receiving an adjustment, the name, gender, race/ethnicity, job title, and the amount of the adjustment. This statistical model is to be used by the parties for these settlement purposes only, and it shall not be construed as precedent in any future OFCCP investigations, proceedings, or other conciliation agreements. If at any point during the term of this Agreement OFCCP or Michael Baker believes the model needs to be revised, it will give notice to the other party, explaining the reasons for any proposed changes to the model. This notice will be provided with sufficient lead time so as not to delay annual analyses and reports under this Agreement.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

Michael Baker will ensure that all employees in the Engineering Functional Unit are afforded equal employment opportunities and will continue to review, and as necessary, revise its compensation practices, and continue to monitor and oversee its practices to ensure neutrality in compensation and provide equal opportunity for all its employees, as required by 41 C.F.R. § 60- 1.4(a)(1). Michael Baker agrees to continue or to implement the corrective actions detailed below.

1. **Modify Practices.** Michael Baker agrees to immediately cease using any discriminatory compensation practices that, at least as of January 1, 2021, negatively affected the yearly compensation of certain female employees in the four job titles in EEO Category 2.
2. **Evaluation.** Michael Baker will analyze the neutrality of their pay policies and practices for both base salary and bonus pay. Specifically, Michael Baker will evaluate and report whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, bonus determinations, starting salaries, leave policies and/or limiting the opportunity to transfer to higher paying jobs have a disproportionately negative effect on the compensation of employees by race, gender, or ethnicity. Through evaluation and monitoring, Michael Baker will ensure that all employees have equal opportunities at the higher-paying tasks, in accordance with 41 C.F.R. § 60-3 and 41 C.F.R. § 60-2.17(b).

Within ninety (90) days of the Effective Date of this Agreement, Michael Baker will certify that it has evaluated its practices and policies for disproportionately negative effect on the compensation of employees by race, gender, or ethnicity in the Engineering Functional Unit.

3. **Review and Revise.** Michael Baker will review and where necessary, revise in writing, the policies, and procedures it uses to determine job placement, classification, position descriptions, and compensation decisions, and continue to monitor to ensure that Michael Baker's practices are neutral with respect to gender, race, or ethnicity as required by 41 C.F.R. § 60-1.4(a). This includes:
 - a. Michael Baker will review and, as necessary, revise in writing, procedures to ensure that compensation decisions are tracked and evaluated for compliance with the compensation process.
 - b. Michael Baker will ensure all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into positions for all work or duties regardless of sex, race, or ethnicity, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
 - c. Michael Baker will ensure it does not rely on stereotypes that have the purpose or effect of steering or channeling employees into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
 - d. Michael Baker will conduct regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3, and with 41 C.F.R. § 60-1.4(a)(1).
4. **Self-monitoring/Auditing.** Michael Baker will monitor base salary as well as the administration of non-base compensation for any indication of statistically significant disparities and will investigate and remedy any such inequity that may be found.
5. **Complaints.** Michael Baker expressly agrees to investigate any complaint or information it

receives that may indicate compensation disparities.

6. **Pay Transparency.** Michael Baker will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks. In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.
7. **Training.** Within 120 days of the Effective Date of this Agreement, Michael Baker will train the Human Resource personnel, Presidents, Regional Directors, and Office Executives who are involved in the process of determining compensation (e.g., starting salary, promotion salary, performance salary, etc.) for employees on ensuring equity in salary administration.

VII. OFCCP Monitoring Period

Michael Baker will submit documentation of monetary payments to all Eligible Employees as specified in Part IV, in accordance with the Timeline included as Attachment B, along with any report required by this Agreement, to:

(b) (6), (b) (7)(C), Compliance Officer
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222
(b) (6), (b) (7)(C)@dol.gov

Michael Baker and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Michael Baker provides in accordance with this Agreement are customarily kept private or closely held, and Michael Baker believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Michael Baker will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent permitted by law.

1. **Recordkeeping.** Michael Baker agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph 3, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, personnel records, and any other records or data used to generate the required reports. Michael Baker will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Training.** Within 120 days of the Effective Date of this Agreement, Michael Baker will submit documentation that the Human Resource personnel, Presidents, Regional Directors, and Office Executives who are involved in making compensation decisions (e.g., starting salary, promotion salary, performance salary, etc.) for employees received training on ensuring equity in salary administration. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
3. **Michael Baker Progress Reports.** Michael Baker will submit two (2) progress reports (“Progress Reports”) as follows:

Progress Report # 1: Due April 1, 2025, and covering the period January 1, 2024, through December 31, 2024.

Progress Report # 2: Due April 1, 2026, and covering the period January 1, 2025, through December 31, 2025.

Each Report will include the following:

- a. **Reports on Compensation Analyses and Pay Adjustments.** Pursuant to Part V of this Agreement in each Progress Report, Michael Baker will provide the results of its regression analyses of the Engineering Functional Unit and the underlying data used for those analyses, and documentation describing all pay adjustments, if applicable. This documentation will include the amount of each employee’s adjustment, the date each adjustment will be/was made, and the gender/race of each individual receiving an adjustment.
- b. **Affirmative Action Programs.** Michael Baker agrees to timely certify its compliance via the Contractor Certification process.
- c. **Reports on Modifications to Personnel Practices.** In each Progress Report, Michael Baker will report on all modifications of personnel practices made pursuant to Part VI of this Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- d. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period set forth in this Part VII (Monitoring Period) is completed. The Monitoring Period will close once OFCCP accepts Michael Baker’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Michael Baker in writing within sixty (60) days of the date of the final progress report that Michael Baker 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 Michael Baker within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Michael Baker has met

all its obligations under the Agreement or OFCCP determines that Michael Baker is in violation of the Agreement, at which point the procedures at 41 CFR § 60-1.34 will govern.

VIII. SIGNATURES

The person signing this Agreement on behalf of Michael Baker warrants that they are fully authorized to do so, that Michael Baker has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Michael Baker.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Michael Baker International, LLC for its Engineering Unit FAAP.

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

B

Curtis Schaffner
Vice President and Assistant General Counsel
Michael Baker International, LLC
Pittsburgh, Pennsylvania

DATE: 01/28/2024

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

Samuel B. Maiden
Regional Director
OFCCP, Mid-Atlantic Region

DATE: 01/31/2024

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents
- D. List of Functional Affirmative Action Plan Locations
- E. List of Similarly Situated Employee Groupings (SSEGs)

ATTACHMENT A
List of Affected Individuals

#	EMPLOYEE ID	BACK-PAY	INTEREST	TOTAL
1	(b) (6), (b) (7)(C)	\$29,095.58	\$4,042.89	\$33,138.47
2		\$34,683.25	\$4,684.80	\$39,368.05
3		\$14,562.08	\$1,985.74	\$16,547.82
4		\$29,155.72	\$4,089.11	\$33,244.83

ATTACHMENT B

Timeline

ACTIVITY	DATE
Michael Baker issues first notice documents.	7 days from Effective Date
Postmark deadline for Affected Individuals to reply to first notice documents.	21 days from Effective Date
Michael Baker notifies OFCCP of undeliverable mailings and Affected Individuals who have not responded to the notice documents.	22 days from Effective Date
If necessary, OFCCP provides Michael Baker with updated addresses for Affected Individuals.	28 days from Effective Date
If necessary, Michael Baker mails second notice documents.	35 days from Effective Date
Postmark deadline for Affected Individuals to reply to second notice documents.	50 days from Effective Date
Michael Baker issues payment to all Eligible Employees who responded to the notice	During the immediately following payroll period after receipt of the signed notice documents to include the Release.
Michael Baker notifies OFCCP of disbursement of monetary settlement.	Within 7 days of check/payment clearing
Michael Baker will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to eligible individuals as set forth in the Agreement.	30 days from distribution of remaining funds

ATTACHMENT B

Timeline

Additional Requirements

ACTIVITY	DATE
Michael Baker conducts the required compensation disparity analysis and variable analysis, outlined in Part V, Section 1.	Within 60 days of the Effective Date
Michael Baker provides the results of its initial regression analyses and reports on all pay adjustments for those employees whom Michael Baker determines merit a pay adjustment (if any) including, for each such employee receiving an adjustment, the name, gender, race/ethnicity, job title, and the amount of the adjustment; and Michael Baker submits a report on its variable analyses and certification that it has evaluated its practices and policies for disproportionately negative effect on the compensation of females and minorities in the Engineering Functional unit	Within 90 days of the Effective Date
Michael Baker provides training to all personnel involved in compensation practices as outlined Part VI, Section 7 of the Agreement and submits documentation of the training to OFCCP	Within 120 days of the Effective Date
Michael Baker submits its first progress report.	April 1, 2025
Michael Baker submits its second progress report.	April 1, 2026

ATTACHMENT C-1

Notice Documents

NOTICE TO AFFECTED INDIVIDUALS

Dear *[name]*:

Michael Baker International, LLC (Michael Baker) 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 Michael Baker's Engineering Functional Unit covering the period of January 1, 2020 through June 30, 2021. OFCCP's analysis showed that since at least January 1, 2020, Michael Baker paid some females in four job categories in EEO Job Category 2 less per year than some males with the same job category. Michael Baker denies any violation of E.O. 11246 and there has not been any adjudicated finding that Michael Baker violated any laws. OFCCP and Michael Baker 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 EEO Job Category 2. Under the Agreement, you are eligible to receive a payment of \$*[insert amount]* in back pay and interest (less deductions required by law). In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Form. This form 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 class members must respond]*.**

[Name]
[Position]
[Michael Baker]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form. Under the terms of the Agreement, it may take up to thirty days from the date that you return the enclosed forms before you receive your payment.

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

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO MICHAEL BAKER BY *[insert date by which class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

ATTACHMENT C-1

Notice Documents

[Name]

Enclosures

Information Verification Form

Release of Claims Form

ATTACHMENT C - 2
Notice Documents

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 Michael Baker and the U.S. 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 Michael Baker 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 BY [DATE CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]
HR@mbakerintl.com

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

Signature

Date

ATTACHMENT C - 3
Notice Documents

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, as amended, is a legal document. The document states that in return for Michael Baker International, Inc. (Michael Baker) paying you money, you agree that you will not file any lawsuit against Michael Baker or its affiliates as outlined below for allegedly violating Executive Order 11246, as amended, in its compensation practices. It also says that Michael Baker denies that 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 Michael Baker to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Michael Baker, Michael Baker International Holdco Corporation, and Michael Baker International, LLC, and each of its/their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and each of its and their owners, shareholders, members, directors, officers, employees, agents, insurers, attorneys, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of, related to, 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 gender at any time prior to the date of my signature on this Release. By signing this Release, 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 Michael Baker through the Effective Date of this Release.

II.

I understand that Michael Baker denies that it treated me unlawfully or unfairly in any way and that Michael Baker International, LLC entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 23, 2021. I further agree that the payment of the aforesaid sum by Michael Baker to me is not to be construed as an admission of any liability by Michael Baker.

ATTACHMENT C - 3

Notice Documents

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

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20____.

Printed Name

Signature

ATTACHMENT D
FAAP Establishment List

Location	Address 1	Address 2	City	State	Zip Code
Alexandria VA	3601 Eisenhower Avenue	Suite 600	Alexandria	VA	22304
Allentown PA	645 West Hamilton Street	Suite 206	Allentown	PA	18101
Alpharetta GA	2520 Northwinds Parkway	Suite 295	Alpharetta	GA	30009
Anchorage AK	3900 C Street	Suite 900	Anchorage	AK	99503
Asheville NC	797 Haywood Road	Suite 201	Asheville	NC	28806
Austin/Round Rock TX	810 Hester's Crossing	Suite 163	Round Rock	TX	78681
Baltimore MD	1306 Concourse Drive	Suite 500	Linthicum	MD	21090-1014
Baton Rouge LA	2600 CitiPlace Drive	Suite 450	Baton Rouge	LA	70808
Bentonville AR	900 Southeast 5th Street	Suite 20	Bentonville	AR	72712
Boston MA	890 Winter Street	Suite 208	Waltham	MA	02451
Canton OH	101 Cleveland Avenue	Suite 106	Canton	OH	44702
Carlsbad CA	5050 Avenida Encinas	Suite 260	Carlsbad	CA	92008
Cary NC	8000 Regency Parkway	Suite 600	Cary	NC	27518
Charleston SC	3820 Faber Place Drive	Suite 100	North Charleston	SC	29405
Charleston WV	400 Washington Street East	Suite 301	Charleston	WV	25301
Charlotte NC	15801 Brixham Hill Avenue	Suite 430	Charlotte	NC	28277
Chicago IL	200 West Adams Street	Suite 1800	Chicago	IL	60606
Cincinnati OH	1502 Vine Street	Suite 200	Cincinnati	OH	45202
City of Philadelphia PA	1818 Market Street, Suite 3110		Philadelphia	PA	19103
Cleveland OH	1111 Superior Avenue East	Suite 2300	Cleveland	OH	44114
Columbia SC (700 Huger St)	700 Huger Street		Columbia	SC	29201
Columbus OH	250 West Street	Suite 420	Columbus	OH	43215
Dallas TX	1501 LBJ Freeway	Suite 650	Dallas	TX	75234
Denver CO	165 South Union Boulevard	Suite 1000	Lakewood	CO	80228
Detroit MI	835 Mason Street	Suite A290	Dearborn	MI	48124
Fairbanks AK	3605 Cartwright Court	2nd Floor	Fairbanks	AK	99701
Fort Washington PA	501 Office Center Drive	Suite 400	Fort Washington	PA	19034
Greensboro NC	200 Centreport Drive	Suite 350	Greensboro	NC	27409
Greenville SC	11 Brendan Way	Suite 170	Greenville	SC	29615
Hamilton NJ	300 America Metro Blvd	Suite 154	Hamilton	NJ	08619
Harrisburg (Turnpike) PA	700 South Eisenhower Boulevard		Middletown	PA	17057
Harrisburg PA	4431 N Front Street	Second Floor	Harrisburg	PA	17110-1741
Houston TX	2002 W. Grand Pkwy N	Suite 325	Katy	TX	77449
Idaho Falls ID	2004 Jennie Lee Drive		Idaho Falls	ID	83404

ATTACHMENT D
FAAP Establishment List

Indianapolis IN	3815 River Crossing Parkway	Suite 20	Indianapolis	IN	46240
Jacksonville FL	12740 Gran Bay Parkway West	Suite 2110	Jacksonville	FL	32258
Las Vegas NV	1180 North town Center Drive	Suite 100	Las Vegas	NV	89144
Little Rock AR	101 South Spring Street	Suite 100	Little Rock	AR	72201
Long Beach CA	3760 Kilroy Airport Way	Suite 270	Long Beach	CA	90806
Los Alamos NM	P.O. Box 1663		Los Alamos	NM	87545
Los Angeles CA	801 South Grand Avenue	Suite 250	Los Angeles	CA	90017
Louisville KY	1650 Lyndon Farm Court	Suite 101	Louisville	KY	40223
Lumberton NC	4321 Fayetteville Road		Lumberton	NC	28358
Madison WI	1255 Fourier Drive	Suite 100	Madison	WI	53717
Manassas VA	10611 Balls Ford Road	Suite 140	Manassas	VA	20109
Milwaukee WI	250 E. Wisconsin Avenue	Suite 1725	Milwaukee	WI	53202
Minneapolis MN	120 South 6th Street	Suite 1710	Minneapolis	MN	55402
Missoula MT	1535 Liberty Lane	Unit 2B Suite 117E	Missoula	MT	59808
Mobile AL	11 North Water Street	Suite 14290	Mobile	AL	36602
Nashville TN	320 Seven Springs Way	Suite 250 Office 204	Brentwood	TN	37027
New York NY	14 Penn Plaza	225 West 34th Street	New York	NY	10122
Newark NJ	One Gateway Center	Suite1601	Newark	NJ	07102
Norcross GA	420 Technology Pkwy	Suite 150	Norcross	GA	30092
Oakland CA	505 14th Street, Suite 900	Offices 951	Oakland	CA	94612
Ocean Springs MS	2113 Government Street	Suite D3	Ocean Springs	MS	39564
Ontario CA	3536 Concoors Street	Suite 100	Ontario	CA	91764
Orlando FL	200 East Robinson Street	Suite 250	Orlando	FL	32801
Palm Desert CA	75-410 Gerald Ford Drive	Suite 100	Palm Desert	CA	92211
Phoenix AZ	2929 North Central Avenue	Suite 800	Phoenix	AZ	85012
Pittsburgh (Moon Township) PA	Airside Business Park	100 Airside Drive	Moon Township	PA	15108
Pittsburgh, PA	BNY Mellon Center	54th Floor	Pittsburgh	PA	15219
Providence RI	56 Exchange Terrace	Suite 400	Providence	RI	02903
Rancho Cordova CA	3100 Zinfandel Drive	Suite 125	Rancho Cordova	CA	95670
Reno NV	5470 Kietzke Lane	Suite 300 PMB#205	Reno	NV	89511
Richmond VA	3200 Rockbridge Street	Suite 104	Richmond	VA	23230
Ridgeland/Jackson MS	310 Newpointe Drive		Ridgeland	MS	39157
Rocky Hill CT	500 Enterprise Drive		Rocky Hill	CT	06067
Salt Lake City (Midvale) UT	7090 South Union Park Center	Suite 500	Midvale	UT	84047

ATTACHMENT D
FAAP Establishment List

San Antonio TX	17721 Rogers Ranch Parkway	2nd Floor Suite 250	San Antonio	TX	78258
San Diego CA	9635 Granite Ridge Drive	Suite 300	San Diego	CA	92123
Santa Ana CA	5 Hutton Centre Drive	Suite 500	Santa Ana	CA	92707
Seattle WA	2025 First Avenue	Suite 1150	Seattle	WA	98121
Tallahassee FL	2316 Killlearn Center Blvd	Suite 201-A	Tallahassee	FL	32309
Tampa FL	4211 West Boy Scout Blvd	Suite 500	Tampa	FL	33607
Temecula CA	40810 County Center	Suite 200	Temecula	CA	92591
Virginia Beach VA	272 Bendix Road	Convergence III	Virginia Beach	VA	23452
Walnut Creek CA	500 Ygnacio Valley Rd	Suite 300	Walnut Creek	CA	94596
West Palm Beach FL	515 North Flagler Drive	Suite 303	West Palm Beach	FL	33401
Winchester, VA	158 Front Royal Pike	Suite 304	Winchester	VA	22602

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(b) (5)