

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

Wells Fargo Bank N.A.
1525 West W.T. Harris Boulevard
Charlotte, NC 28262

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Wells Fargo Bank N.A.’s PU488: Phone Bank Premier, Home Equity & OCS’s (“Wells Fargo”) functional unit and found that Wells Fargo was not in compliance with 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”); and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”); and their implementing regulations at 41 C.F.R. Parts 60-1, 60-3, 60-300, and/or 60-741. OFCCP notified Wells Fargo of the specific violations found and the corrective actions required in a Notice of Violation issued on September 20, 2017 and Notice of Results of Investigation issued on March 15, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Wells Fargo enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Wells Fargo’s fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the alleged violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Wells Fargo violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Wells Fargo agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Wells Fargo will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Wells Fargo understands that nothing in this Agreement relieves Wells Fargo of its obligation to fully comply with the requirements of E.O. 11246; Section 503; VEVRAA; their implementing regulations; and other applicable equal employment laws.
4. Wells Fargo promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the “Effective Date”).
9. This Agreement will expire sixty (60) days after Wells Fargo submits the final progress report required in Part IV, below, unless OFCCP notifies Wells Fargo in writing prior to the expiration date that Wells Fargo has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Wells Fargo has met all of its obligations under the Agreement.
10. If Wells Fargo violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Wells Fargo violated any term of the Agreement while it was in effect, OFCCP will send Wells Fargo a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Wells Fargo will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Wells Fargo 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.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Wells Fargo may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Wells Fargo of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Wells Fargo violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION**: At least as of January 1, 2014, OFCCP alleges that Wells Fargo did not afford equal employment opportunity to Black applicants for Phone Banker 1 positions in its Phoenix, Arizona location, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, Wells Fargo's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through December 31, 2014, resulted in statistically significant difference in rates at which Whites and Blacks were hired into Phone Banker 1 positions in its Phoenix, Arizona location during this period. The difference resulted in a shortfall in hiring of 29 Black applicants with a statistical significance of (b) (7)(E) standard deviations.

REMEDY: Wells Fargo agrees to cease and desist the selection procedures that resulted in the selection rate differences for Black applicants for Phone Banker 1 positions in Phoenix, Arizona, identified in this violation, as required by 41 C.F.R. § 60-1.4(a). Wells Fargo will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Phone Banker 1 positions in Phoenix, Arizona are made in a non-discriminatory manner. In addition, Wells Fargo agrees to take the following actions:

A. **Notice**: Within 30 calendar days of the Effective Date of this Agreement, Wells Fargo must notify the 282 applicants shown on Attachments A and B of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants (Attachment C), Claim Form (Attachment D), Release of Claims Under Executive Order 11246 (Attachment E), and a postage paid return envelope. Wells Fargo will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Wells Fargo within 15 days of receiving the list from Wells Fargo. Wells Fargo agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

- B. Eligibility: All members of the affected class (listed on Attachments A and B) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Phoenix Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Wells Fargo within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the Eligible Phoenix Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Phoenix Class Members or discuss with Wells Fargo any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Phoenix Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Wells Fargo.

- C. Monetary Settlement: Wells Fargo agrees to distribute \$283,697.64 (\$245,859.28 in back pay and 37,838.36 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Phoenix Class Members’ share of FICA taxes). Of this amount, \$281,816.60 will be divided in equal shares among all Eligible Phoenix Class Members on the final approved list from Attachment A, and \$1,881.04 will be divided in equal shares among all Eligible Phoenix Class Members on the final approved list from Attachment B. Wells Fargo will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Phoenix Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Wells Fargo will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Phoenix Class Members.

Within five calendar days of Wells Fargo’s receipt of a check to an Eligible Phoenix Class Member returned as undeliverable, Wells Fargo will notify OFCCP of this fact via email sent to Shanae Moody, Acting Assistant District Director, at

(b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Phoenix Class Member, and if OFCCP obtains an alternate address, Wells Fargo will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Phoenix Class Member will be void. With respect to any uncashed funds, Wells Fargo will make a second distribution to all Eligible Phoenix Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days if such a check would equal or exceed \$50.00.

D. Employment: As positions become available, Wells Fargo will consider qualified Eligible Phoenix Class Members from Attachment A not currently employed by Wells Fargo who express interest in employment with Wells Fargo until 29 Eligible Phoenix Class Members are hired as a Phone Banker 1, or successor title,¹ in Phoenix, Arizona, or the list of such Eligible Phoenix Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Phoenix Class Member by Wells Fargo will be sent by certified mail, return receipt requested. Wells Fargo is not required to extend offers to any Eligible Class Members who were employed by Wells Fargo prior to January 1, 2014 and deemed not eligible for rehire or those who began employment in any capacity with Wells Fargo after January 1, 2014. Eligible Class Members hired from the list of Eligible Phoenix Class Members need not all be hired into any single hiring class, as long as all Eligible Class Members due to be hired from the list are hired and enrolled in the required training class within 12 months of the full execution of this Agreement. Upon acceptance of an offer, Eligible Class Members must complete an updated employment application and will be subject to certain post-offer contingencies such as passing a required background check and meeting current eligibility requirements.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Wells Fargo. The Eligible Phoenix Class Members hired into Phone Banker 1 positions in Phoenix, Arizona pursuant to this Agreement must be paid the current wage rate for the Phone Banker 1 position in Phoenix, Arizona and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Phone Banker 1 employees in Phoenix, Arizona. In addition, all Eligible Phoenix Class Members hired must have retroactive seniority using the original application as their hire date for purposes of paid time off accruals, waiver of one-year waiting period for Parental Leave policy benefits, and waiver of time in job requirement to post for other positions.

E. Revised Hiring Process.

- 1) Eliminate Selection Procedures Causing Adverse Impact: Wells Fargo agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against Black applicants until they are validated in accordance with 41 C.F.R. Part 60-3. Wells Fargo agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.
- 2) Review and Revision Required: Wells Fargo will review and revise, if necessary, in writing, the practices, policies, and procedures it uses to select applicants for Phone Banker 1 positions (“Revised Hiring Process”). Specifically, Wells Fargo will:

¹ Wells Fargo expects to eliminate the existing Phone Banker 1 and On-line Customer Service Representative 1 positions and implement in 2020 a new consolidated position. The new position will encompass job duties of both the Phone Banker 1 and On-line Customer Service Representative 1 positions. Wells Fargo has not yet identified a formal job title for the new position.

- a) create a job description and selection process for Phone Banker 1, or successor title, which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) develop specific, job-related qualification standards for Phone Banker 1 that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Wells Fargo will ensure that applicants are tracked and decisions are documented at each step in the hiring process. Wells Fargo will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Wells Fargo will train all individuals involved in any way in recruiting, selecting and tracking applicants for Phone Banker 1 positions in Phoenix, Arizona on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Wells Fargo will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Black applicants who benefit from the provisions of this agreement are not retaliated against.
2. VIOLATION: At least as of January 1, 2014, OFCCP alleges that Wells Fargo did not afford equal employment opportunity to female applicants for On-line Customer Service Representative 1 positions in its Glen Allen, Virginia location, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, Wells Fargo's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through December 31, 2014, resulted in statistically significant difference in rates at which males and females were hired into for On-line Customer Service Representative 1 positions in Glen Allen, Virginia during this period. The difference resulted in a shortfall in hiring of 17 female applicants with a statistical significance of [REDACTED] standard deviations.

REMEDY: Wells Fargo agrees to cease and desist the selection procedures that resulted in the selection rate differences for female applicants for On-line Customer Service

Representative 1 positions in Glen Allen, Virginia, identified in this violation, as required by 41 C.F.R. § 60-1.4(a). Wells Fargo will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the On-line Customer Service Representative 1 positions in Glen Allen, Virginia are made in a non-discriminatory manner. In addition, Wells Fargo agrees to take the following actions:

- A. Notice: Within 30 calendar days of the Effective Date of this Agreement, Wells Fargo must notify the 1,893 applicants shown on Attachments F and G of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants (Attachment H), Claim Form (Attachment I), Release of Claims Under Executive Order 11246 (Attachment J), and a postage paid return envelope. Wells Fargo will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Wells Fargo within 15 days of receiving the list from Wells Fargo. Wells Fargo agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.
- B. Eligibility: All members of the affected class (listed on Attachments F and G) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Glen Allen Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Wells Fargo within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the Eligible Glen Allen Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Glen Allen Class Members or discuss with Wells Fargo any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Glen Allen Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Wells Fargo.

- C. Monetary Settlement: Wells Fargo agrees to distribute \$172,029.42 (\$150,019.32 in back pay and \$22,010.10 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Glen Allen Class Members' share of FICA taxes). Of this amount, \$171,790.80 will be divided in equal shares among all Eligible Glen Allen Class Members on the final approved list from Attachment F, and \$238.62 will be divided in equal shares among all Eligible Glen Allen Class Members on the final approved list from Attachment G. Wells Fargo will pay the IRS the employer's share of social security withholdings and will mail each Eligible Glen Allen Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Wells Fargo will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Glen Allen Class Members.

Within five calendar days of Wells Fargo's receipt of a check to an Eligible Glen Allen Class Member returned as undeliverable, Wells Fargo will notify OFCCP of this fact via email sent to Shanae Moody, Acting Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Glen Allen Class Member, and if OFCCP obtains an alternate address, Wells Fargo will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Glen Allen Class Member will be void. With respect to any uncashed funds, Wells Fargo will make a second distribution to all Eligible Glen Allen Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days if such a check would equal or exceed \$50.00.

- D. Employment: As positions become available, Wells Fargo will consider qualified Eligible Glen Allen Class Members from Attachment F not currently employed by Wells Fargo who express interest in employment with Wells Fargo until 17 Eligible Glen Allen Class Members are hired as an On-line Customer Service Representative 1, or successor title, in Glen Allen, Virginia or the list of such Eligible Glen Allen Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Glen Allen Class Member by Wells Fargo will be sent by certified mail, return receipt requested. Wells Fargo is not required to extend offers to any Eligible Class Members who were employed by Wells Fargo prior to January 1, 2014 and deemed not eligible for rehire or those who began employment in any capacity with Wells Fargo after January 1, 2014. Eligible Class Members hired from the list of Eligible Glen Allen Class Members need not all be hired into any single hiring class, as long as all Eligible Class Members due to be hired from the list are hired and enrolled in the required training class within 12 months of the full execution of this Agreement. Upon acceptance of an offer, Eligible Class Members must complete an updated employment application and will be subject to certain post-offer contingencies such as passing a required background check and meeting current eligibility requirements.

Eligible Glen Allen Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Wells Fargo. The Eligible Glen Allen Class Members hired into On-line Customer Service Representative 1 positions in Glen Allen,

Virginia pursuant to this Agreement must be paid the current wage rate for the On-line Customer Service Representative 1 position in Glen Allen, Virginia and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other On-line Customer Service Representative 1 employees in Glen Allen, Virginia. In addition, all Eligible Glen Allen Class Members hired must have retroactive seniority using the original application as their hire date for purposes of paid time off accruals, waiver of one-year waiting period for Parental Leave policy benefits, and waiver of time in job requirement to post for other positions.

E. Revised Hiring Process.

- 1) Eliminate Selection Procedures Causing Adverse Impact: Wells Fargo agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against female applicants until they are validated in accordance with 41 C.F.R. Part 60-3. Wells Fargo agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.
- 2) Review and Revision Required: Wells Fargo will review and revise, if necessary, in writing, the practices, policies, and procedures it uses to select applicants for On-line Customer Service Representative 1 positions (“Revised Hiring Process”). Specifically, Wells Fargo will:
 - a) create a job description and selection process for On-line Customer Service Representative 1, or successor title, which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) develop specific, job-related qualification standards for On-line Customer Service Representative 1 that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Wells Fargo will ensure that applicants are tracked and decisions are documented at each step in the hiring process. Wells Fargo will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Wells Fargo will train all individuals involved in any way in recruiting, selecting and

tracking applicants for On-line Customer Service Representative 1 positions in Glen Allen, Virginia on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Wells Fargo will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants who benefit from the provisions of this agreement, are not retaliated against.

3. **VIOLATION**: At least as of January 1, 2014, OFCCP alleges that Wells Fargo did not afford equal employment opportunity to female applicants for On-line Customer Service Representative 1 positions in Salt Lake City, Utah, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, Wells Fargo's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through December 31, 2014, resulted in statistically significant difference in rates at which males and females were hired into for On-line Customer Service Representative 1 positions in Salt Lake City, Utah during this period. The difference resulted in a shortfall in hiring of 20 female applicants with a statistical significance of (b) (7)(E) standard deviations.

REMEDY: Wells Fargo agrees to cease and desist the selection procedures that resulted in the selection rate differences for female applicants for On-line Customer Service Representative 1 positions in Salt Lake City, Utah, identified in this violation, as required by 41 C.F.R. § 60-1.4(a). Wells Fargo will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the On-line Customer Service Representative 1 positions in Salt Lake City, UT are made in a non-discriminatory manner. In addition, Wells Fargo agrees to take the following actions:

- A. **Notice**: Within 15 calendar days of the Effective Date of this Agreement, Wells Fargo must notify the 173 applicants shown on Attachments K and L of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants (Attachment M), Claim Form (Attachment N), Release of Claims Under Executive Order 11246 (Attachment O), and a postage paid return envelope. Wells Fargo will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Wells Fargo within 15 days of receiving the list from Wells Fargo. Wells Fargo agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all

individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

- B. Eligibility: All members of the affected class (listed on Attachments K and L) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Salt Lake City Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Wells Fargo within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of the Eligible Salt Lake City Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Wells Fargo any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Wells Fargo.

- C. Monetary Settlement: Wells Fargo agrees to distribute \$147,884.94 (\$128,970.97 in back pay and \$18,913.97 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Salt Lake City Class Members’ share of FICA taxes). Of this amount, \$146,110.30 will be divided in equal shares among all Eligible Salt Lake City Class Members on the final approved list from Attachment K, and \$1,774.64 will be divided in equal shares among all Eligible Salt Lake City Class Members on the final approved list from Attachment L. Wells Fargo will pay the IRS the employer’s share of social security withholdings and will mail each Eligible Salt Lake City Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Wells Fargo will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Salt Lake City Class Members.

Within five calendar days of Wells Fargo’s receipt of a check to an Eligible Salt Lake City Class Member returned as undeliverable, Wells Fargo will notify OFCCP of this fact via email sent to Shanae Moody, Acting Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Salt Lake City Class Member, and if OFCCP obtains an alternate address, Wells Fargo will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Salt Lake City Class Member will be void. With respect to any uncashed funds, Wells Fargo

will make a second distribution to all Eligible Salt Lake City Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days if such a check would equal or exceed \$50.00.

- D. Employment: As positions become available, Wells Fargo will consider qualified Eligible Salt Lake City Class Members from Attachment K not currently employed by Wells Fargo who express interest in employment with Wells Fargo until 20 Eligible Salt Lake City Class Members are hired as an On-line Customer Service Representative 1, or successor title, in Salt Lake City, Utah or the list of such Eligible Salt Lake City Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Salt Lake City Class Member by Wells Fargo will be sent by certified mail, return receipt requested. Wells Fargo is not required to extend offers to any Eligible Class Members who were employed by Wells Fargo prior to January 1, 2014 and deemed not eligible for rehire or those who began employment in any capacity with Wells Fargo after January 1, 2014. Eligible Class Members hired from the list of Eligible Salt Lake City Class Members need not all be hired into any single hiring class, as long as all Eligible Class Members due to be hired from the list are hired and enrolled in the required training class within 12 months of the full execution of this Agreement. Upon acceptance of an offer, Eligible Class Members must complete an updated employment application and will be subject to certain post-offer contingencies such as passing a required background check and meeting current eligibility requirements.

Eligible Salt Lake City Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Wells Fargo. The Eligible Salt Lake City Class Members hired into On-line Customer Service Representative 1 positions in Salt Lake City, Utah pursuant to this Agreement must be paid the current wage rate for the On-line Customer Service Representative 1 position in Salt Lake City, Utah and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other On-line Customer Service Representative 1 employees in Salt Lake City, Utah. In addition, all Eligible Class Members hired must have retroactive seniority using the original application as their hire date for purposes of paid time off accruals, waiver of one-year waiting period for Parental Leave policy benefits, and waiver of time in job requirement to post for other positions.

E. Revised Hiring Process.

- 1) Eliminate Selection Procedures Causing Adverse Impact: Wells Fargo agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against female applicants until they are validated in accordance with 41 C.F.R. Part 60-3. Wells Fargo agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.
- 2) Review and Revision Required: Wells Fargo will review and revise, if necessary, in writing, the practices, policies, and procedures it uses to select applicants for On-line Customer Service Representative 1 positions (“Revised Hiring Process”). Specifically, Wells Fargo will:

- a) create a job description and selection process for On-line Customer Service Representative 1, or successor title, which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) develop specific, job-related qualification standards for On-line Customer Service Representative 1 that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Wells Fargo will ensure that applicants are tracked and decisions are documented at each step in the hiring process. Wells Fargo will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Wells Fargo will train all individuals involved in any way in recruiting, selecting and tracking applicants for On-line Customer Service Representative 1 positions in Salt Lake City, Utah on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Wells Fargo will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants who benefit from the provisions of this agreement, are not retaliated against.
4. **VIOLATION**: At least as of January 1, 2014, OFCCP alleges that Wells Fargo did not provide a workplace free of harassment to female employees, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, Wells Fargo allowed a hostile work environment that altered the terms and conditions of employment for female employees at their Salt Lake City, Utah call center location.

REMEDY: Wells Fargo required all managers, including those located at Salt Lake City, Utah, to complete harassment training by July 15, 2019 and will continue its practice of requiring managers to complete harassment training within sixty (60) days of hire or

promotion to manager status and annually thereafter. By including its Anti-Harassment policy in the July 2019 Team Member Handbook, Wells Fargo notified all employees at the Salt Lake City, Utah call center of Wells Fargo's non-tolerance at any Wells Fargo's establishments of harassment in any form based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Wells Fargo's Anti-Harassment policy outlines that Salt Lake City, Utah employees may notify their manager, notify another manager with whom they feel comfortable, or complete an Employee Relations eForm to report harassment. Moreover, by including its Speak Up and Nonretaliation Policy in the July 2019 Team Member Handbook, Wells Fargo notified all employees at the Salt Lake City, Utah call center of Wells Fargo's non-tolerance for acts of retaliation against any team member who makes a good faith report of improper workplace behavior, including reports of sexual or other forms of harassment, discrimination, or other inappropriate workplace behavior. Wells Fargo will continue to monitor its establishments for the presence of any forms of harassment based on race, color, religion, sex, sexual orientation, gender identity, or national origin, including but not limited to verbal, physical, and visual forms and take corrective action to eliminate any such harassment.

5. **VIOLATION**: During the period January 1, 2014 through December 31, 2014, Wells Fargo failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-1.12(a). Specifically, Wells Fargo failed to preserve copies of all records pertaining to applicant data management, as well as complete and accurate employment records, including interview documents used by recruiters and hiring managers, as required.

REMEDY: Wells Fargo will preserve all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements of 41 C.F.R. § 60-1.12(a).

6. **VIOLATION**: During the period January 1, 2014 through December 31, 2014, Wells Fargo failed to maintain and have available evidence of validity where a selection process has an adverse impact, in violation of 41 C.F.R. § 60-3.15A. Specifically, Wells Fargo did not validate its phone screen procedures, which had an adverse impact against Black and female applicants.

REMEDY: Wells Fargo will maintain and have available for each job information on adverse impact of the selection process for that job and, where it is determined a selection process has an adverse impact, evidence of validity as set forth in 41 C.F.R. § 60-3.15.

7. **VIOLATION**: During the period January 1, 2014 through December 31, 2014, Wells Fargo failed to keep and preserve all personnel or employment records, in violation of 41 C.F.R. § 60-300.80. Specifically, Wells Fargo failed to preserve copies of all records pertaining to applicant data management specifically, records that identified which applicants were subjected to take the Alta-language assessment, as well as complete and accurate employment records, including interview documents used by recruiters and hiring managers, as required.

REMEDY: Wells Fargo will keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-300.80, and will keep and preserve those records specified in 41 C.F.R. § 60-300.80(b) for a period of three years from the date of the making of the record.

8. **VIOLATION:** During the period January 1, 2014 through December 31, 2014, Wells Fargo failed to keep and preserve all personnel or employment records, in violation of 41 C.F.R. § 60-741.80. Specifically, Wells Fargo failed to preserve copies of all records pertaining to applicant data management specifically, records that identified which applicants were subjected to take the Alta-language assessment, as well as complete and accurate employment records, including interview documents used by recruiters and hiring managers, as required.

REMEDY: Wells Fargo will keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-741.80, and will keep and preserve those records specified in 41 C.F.R. § 60-741.80(b) for a period of three years from the date of the making of the record.

PART IV. REPORTS REQUIRED

Wells Fargo must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Shanae Moody, Acting Assistant District Director
Arlington District Office
Courthouse Plaza II, Suite 1330
2300 Clarendon Boulevard
Arlington, VA 22201

(b) (6), (b) (7)(C) [@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov)

Wells Fargo agrees to furnish OFCCP with two progress reports. The first progress report shall be due on or before February 28, 2020 and will cover the six-month period from July 1, 2019 through December 31, 2019. The second report will be due on or before February 28, 2021 and will cover the one-year period from January 1, 2020, through December 31, 2020. Wells Fargo will submit the following in each progress report:

For the first progress report:

1. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedies to Violation 1, Violation 2, and Violation 3 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Wells Fargo must provide OFCCP with copies of all canceled checks upon request;

2. Documentation of specific hiring activity for Eligible Class Members who were hired as Phone Banker 1 in Phoenix, Arizona; On-line Customer Service Representative 1 in Glen Allen, Virginia; and On-line Customer Service Representative 1 in Salt Lake City, Utah in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Wells Fargo will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. Documentation of Wells Fargo's revised hiring process, including copies of revised procedures and the criteria used in each step of the hiring process for Phone Banker 1 positions in Phoenix, Arizona; On-line Customer Service 1 positions in Glen Allen, Virginia and On-line Customer Service Representative 1 positions in Salt Lake City, Utah;
5. Evidence of the training provided to all individuals involved in any way in recruiting, selecting, or tracking applicants for Phone Banker 1 positions, including copies of the agenda and sign-in sheets from the training session(s);
6. Evidence of the training provided to all individuals involved in any way in recruiting, selecting, or tracking applicants for On-line Customer Service 1 positions, including copies of the agenda and sign-in sheets from the training session(s);
7. Evidence that Wells Fargo has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. §§ 60- 1.12(a), -300.80, -741.80.

For the second progress report:

1. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedies to Violation 1, Violation 2, and Violation 3 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Wells Fargo must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Phone Banker 1 in Phoenix, Arizona; On-line Customer Service Representative 1 in Glen Allen, Virginia; and On-line Customer Service Representative 1 in Salt Lake City, Utah in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Wells Fargo will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer); and
4. Evidence that Wells Fargo has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. §§ 60- 1.12(a), -300.80, -741.80.

Wells Fargo will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Wells Fargo, 1525 West W.T. Harris Boulevard, Charlotte, NC 28262.

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

RENEE COVI
Executive Vice President
Head of Virtual Channel Contact Centers

Date: 9-26-19

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

MICHÈLE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9-27-19

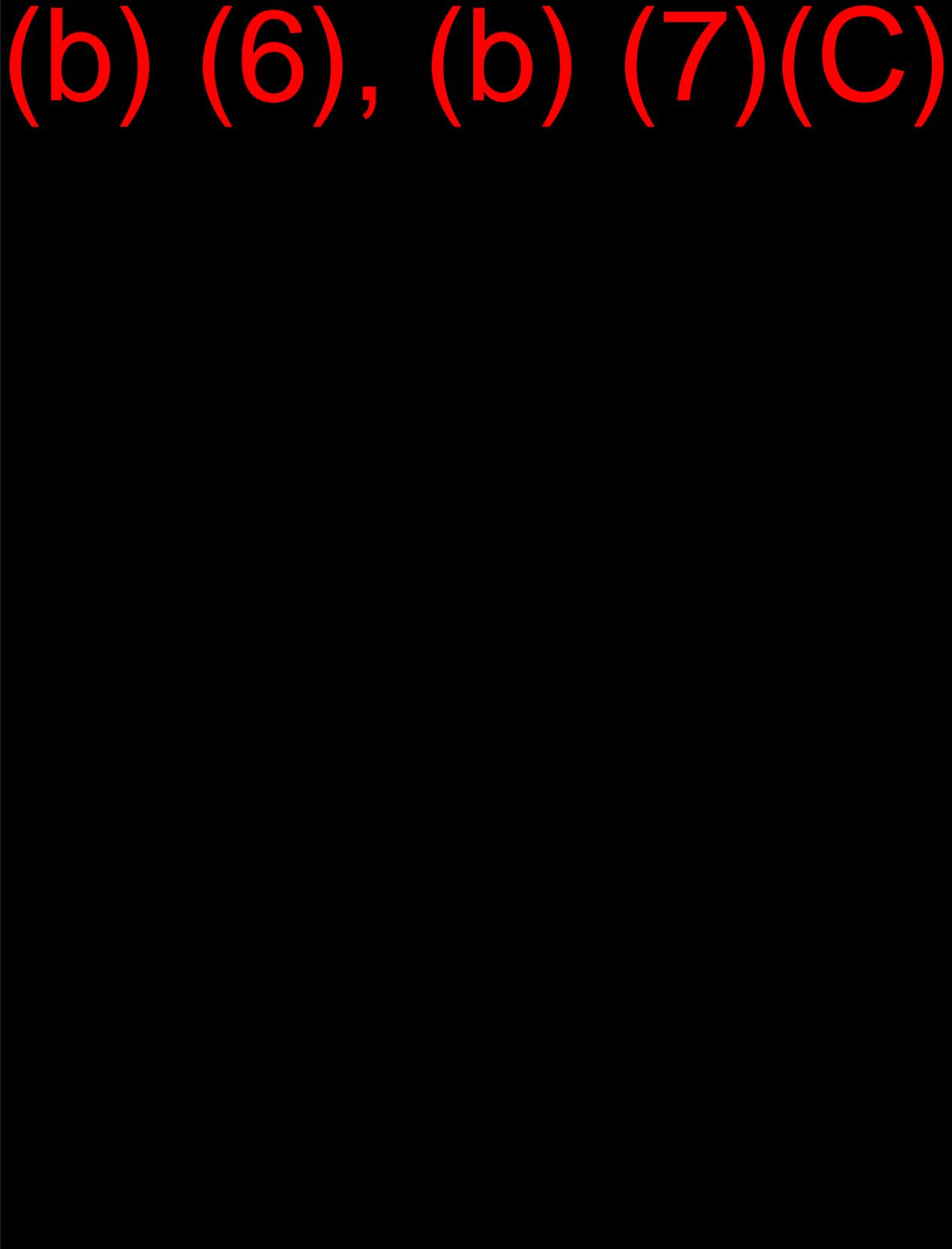
Attachment A – Phoenix, AZ

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Attachment B – Phoenix, AZ

No.	Name
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You may be eligible to get money and a job because of a legal settlement between Wells Fargo and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Wells Fargo PU488: Phone Bank Premier, Home Equity & OCS (“Wells Fargo”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Wells Fargo.

ARE YOU AFFECTED?

Blacks who applied and were not hired for Phone Banker 1 position in Phoenix, Arizona between January 1, 2014 and December 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Wells Fargo’s hiring practices during January 1, 2014 through December 31, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Wells Fargo discriminated against Black groups in hiring for Phone Banker 1 in Phoenix, Arizona during January 1, 2014 through December 31, 2014. Wells Fargo denies those claims. Ultimately, OFCCP and Wells Fargo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Wells Fargo agreed to pay affected Black applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for Phone Banker 1 position in Phoenix, Arizona during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$443.66** (before taxes). This amount represents your share of back wages and other payments Wells Fargo is making to settle the lawsuit. The final amount you will receive will be reduced by

Attachment C – Notice to Affected Applicants (Phoenix, AZ)

deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Wells Fargo will be making job offers for 29 positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Wells Fargo, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator **[Administrator Name]**.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Wells Fargo.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the “Release of Claims Under Executive Order 11246” form **[by X date]**. Send your completed and signed forms to:

[Name and address for return of claim forms or instructions/email for electronic submission]

The forms must be postmarked or delivered by **[insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the OFCCP Arlington District Office at (703) 235-1021. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

[Name and Address]

If you do not submit a completed Claim Form and Release Form on or before **[Deadline above]**, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use. **[If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly].**

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Attachment D – Claim Form (Phoenix, AZ)

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number ____ _

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

- Name
- Address
- Phone
- Email/Web site link

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in Phone Banker 1 position with Wells Fargo in Phoenix, Arizona.
- No, I am not currently interested in Phone Banker 1 position with Wells Fargo in Phoenix, Arizona.
- I am currently employed by Wells Fargo.

Attachment D – Claim Form (Phoenix, AZ)

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

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 AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Wells Fargo PU488: Phone Bank Premier, Home Equity & OCS ("Wells Fargo") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Wells Fargo for allegedly violating Executive Order 11246 in connection with failure to hire Black applicants for Phone Banker 1 positions in Phoenix, Arizona. It also says that Wells Fargo 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 and/or a potential job offer.

In consideration of the payment of at least \$443.66 (less deductions required by law) and/or a potential job offer for a Phone Banker 1 position in Phoenix, Arizona by Wells Fargo to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Wells Fargo, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 in any way to failure to hire Black applicants for Phone Banker 1 positions in Phoenix, Arizona during the period of January 1, 2014 through December 31, 2014.

II.

I understand that Wells Fargo denies that it treated me unlawfully or unfairly in any way and that Wells Fargo 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 and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Wells Fargo initiated on January 1, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Wells Fargo to me is not to be construed as an admission of any liability by Wells Fargo.

Attachment E – Release of Claims Under Executive Order 11246 (Phoenix, AZ)

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.

I understand that if I do not sign this Release and return it to **[Settlement Agent contact]** such that it is received by **[DATE]**, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for Phone Banker 1 position in Phoenix, Arizona.

IN WITNESS WHEREOF, I have signed this document of my own free will.

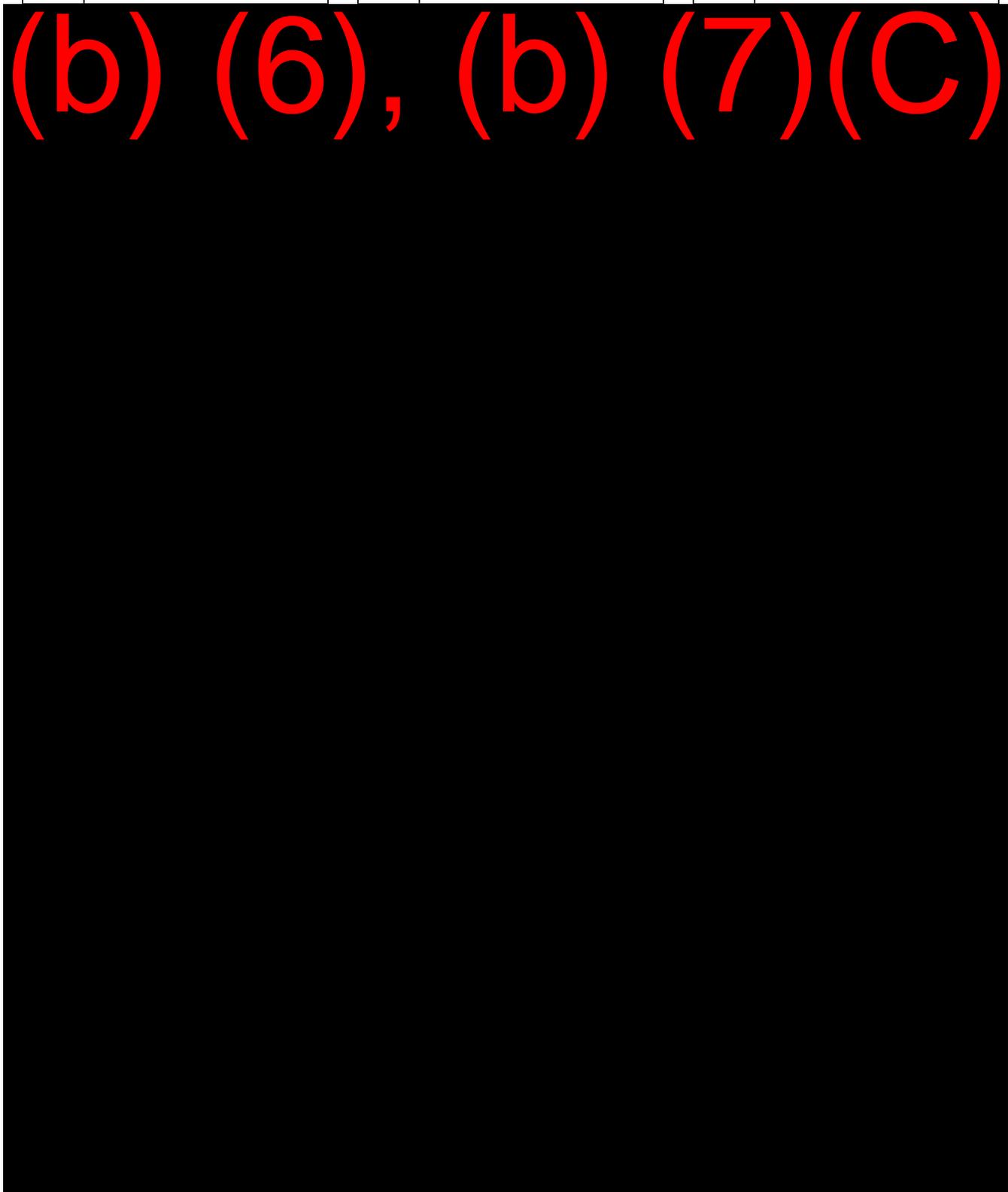
Signature: _____ Date: _____

Printed Name: _____

Attachment F – Glen Allen, VA

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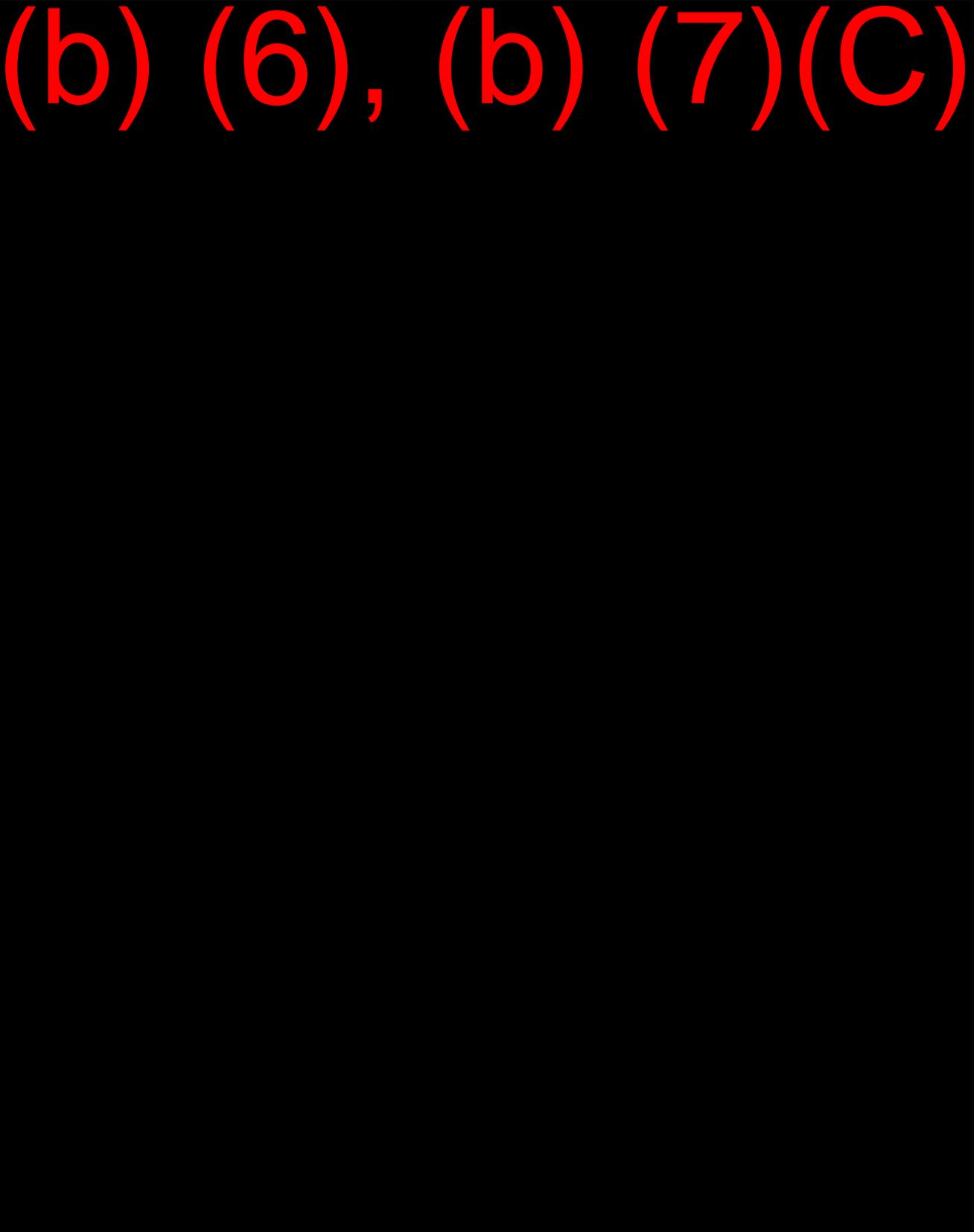
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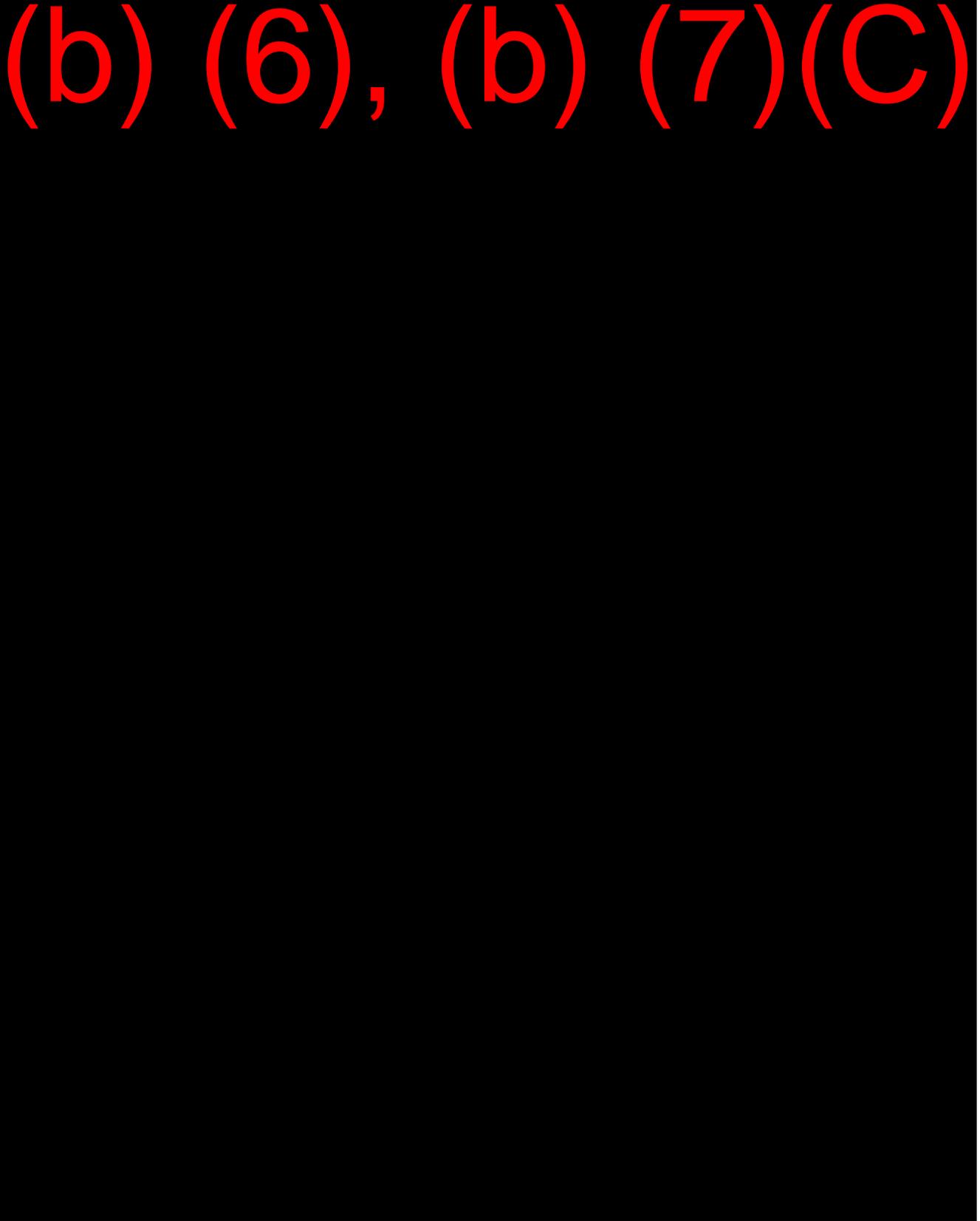


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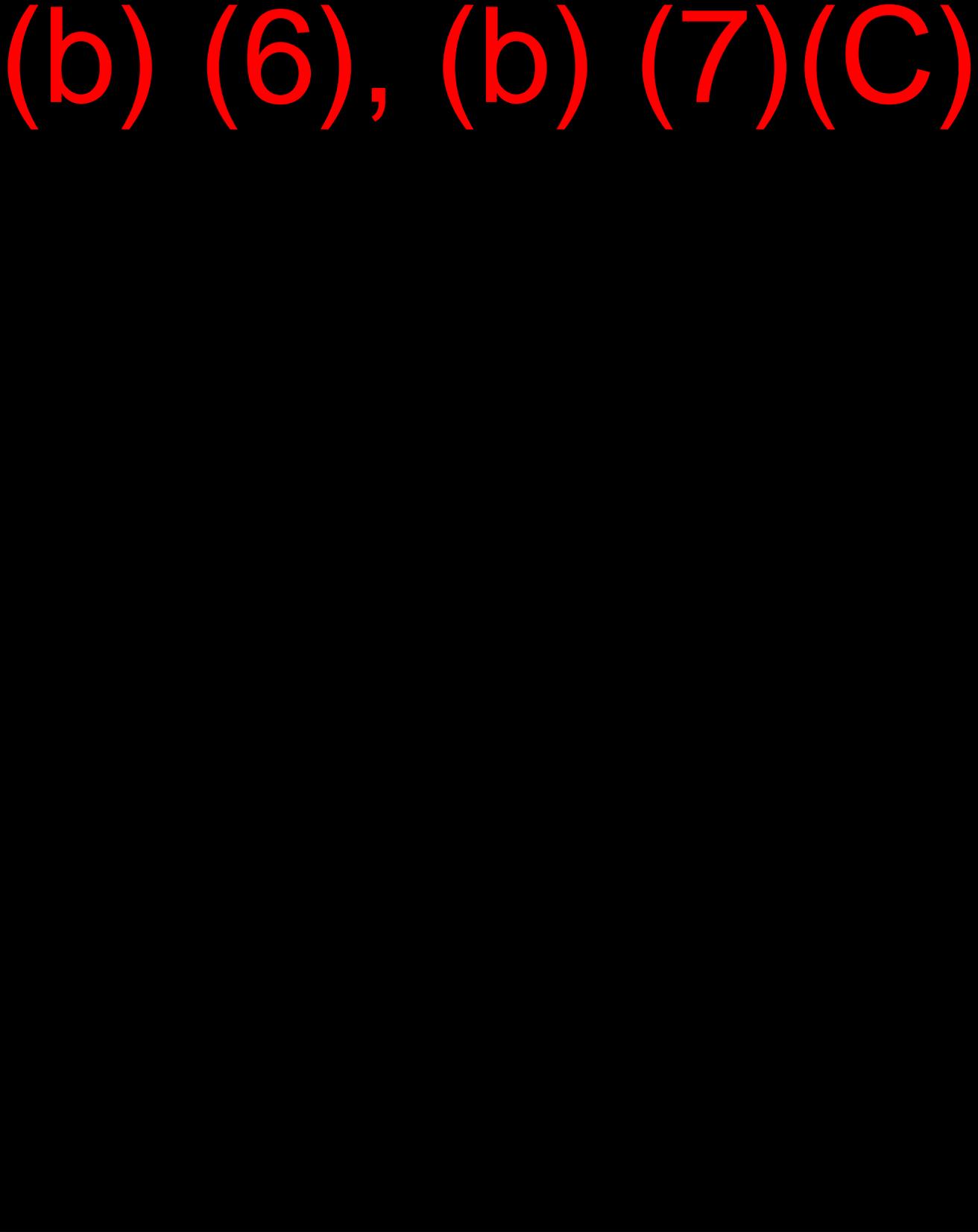
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Attachment G – Glen Allen, VA

No.	Name
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You may be eligible to get money and a job because of a legal settlement between Wells Fargo and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Wells Fargo PU488: Phone Bank Premier, Home Equity & OCS (“Wells Fargo”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Wells Fargo.

ARE YOU AFFECTED?

Females who applied and were not hired for On-line Customer Service Representative 1 position in Glen Allen, Virginia between January 1, 2014 and December 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Wells Fargo’s hiring practices during January 1, 2014 through December 31, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Wells Fargo discriminated against female groups in hiring for On-line Customer Service Representative 1 in Glen Allen, Virginia during January 1, 2014 through December 31, 2014. Wells Fargo denies those claims. Ultimately, OFCCP and Wells Fargo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Wells Fargo agreed to pay affected female applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for On-line Customer Service Representative 1 position in Glen Allen, Virginia during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$59.67** (before taxes). This amount represents your share of back wages and other payments Wells Fargo is

Attachment H – Notice to Affected Applicants (Glen Allen, VA)

making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Wells Fargo will be making job offers for 17 positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Wells Fargo, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator **[Administrator Name]**.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Wells Fargo.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the “Release of Claims Under Executive Order 11246” form **[by X date]**. Send your completed and signed forms to:

[Name and address for return of claim forms or instructions/email for electronic submission]

The forms must be postmarked or delivered by **[insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the Arlington District Office at (703) 235-1021. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

[Name and Address]

If you do not submit a completed Claim Form and Release Form on or before **[Deadline above]**, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use. **[If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly].**

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Attachment I – Claim Form (Glen Allen, VA)

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number ____ _

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

- Name**
- Address**
- Phone**
- Email/Web site link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in On-line Customer Service Representative 1 position with Wells Fargo in Glen Allen, Virginia.
- No, I am not currently interested in On-line Customer Service Representative 1 position with Wells Fargo in Glen Allen, Virginia.

Attachment I – Claim Form (Glen Allen, VA)

I am currently employed by Wells Fargo.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

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 AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Wells Fargo PU488: Phone Bank Premier, Home Equity & OCS ("Wells Fargo") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Wells Fargo for allegedly violating Executive Order 11246 in connection with failure to hire female applicants for On-line Customer Service Representative positions in Glen Allen, Virginia. It also says that Wells Fargo 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 and/or a potential job offer.

In consideration of the payment of at least \$59.67 (less deductions required by law) and/or a potential job offer for an On-line Customer Service Representative 1 position in Glen Allen, VA by Wells Fargo to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Wells Fargo, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 in any way to failure to hire female applicants for On-line Customer Service Representative 1 positions in Glen Allen, Virginia during the period of January 1, 2014 through December 31, 2014.

II.

I understand that Wells Fargo denies that it treated me unlawfully or unfairly in any way and that Wells Fargo 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 and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Wells Fargo initiated on January 1, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Wells Fargo to me is not to be construed as an admission of any liability by Wells Fargo.

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.

I understand that if I do not sign this Release and return it to **[Settlement Agent contact]** such that it is received by **[DATE]**, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for On-line Customer Service Representative 1 position in Glen Allen, VA.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment K – Salt Lake City, UT

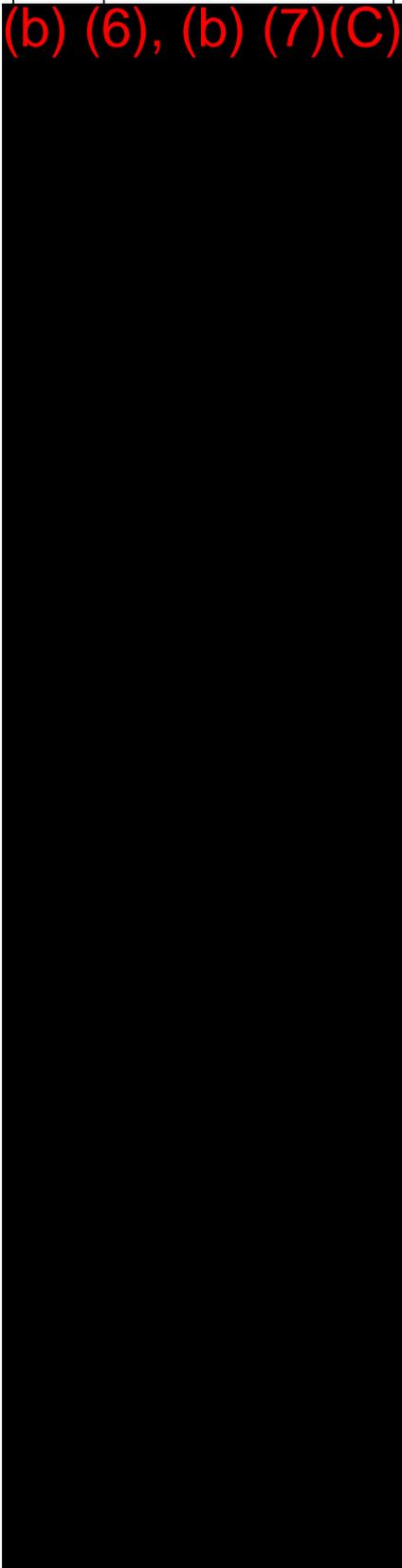
No.	Name	No.	Name	No.	Name
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(b) (6), (b) (7)(C)



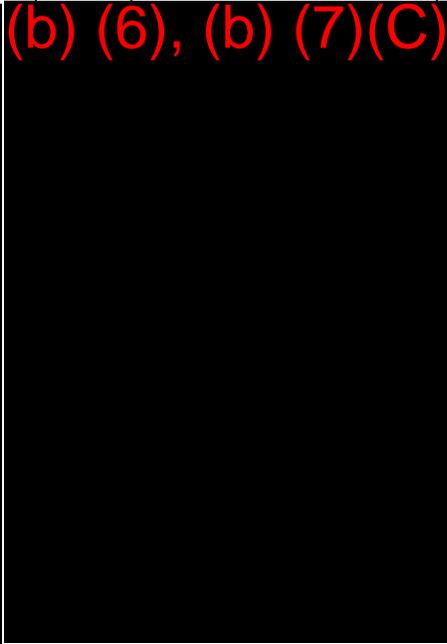
No.	Name
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(b) (6), (b) (7)(C)



No.	Name
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(b) (6), (b) (7)(C)



Attachment L – Salt Lake City, UT

No.	Name
(b) (6), (b) (7)(C)	

You may be eligible to get money and a job because of a legal settlement between Wells Fargo and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Wells Fargo PU488: Phone Bank Premier, Home Equity & OCS (“Wells Fargo”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Wells Fargo.

ARE YOU AFFECTED?

Females who applied and were not hired for On-line Customer Service Representative 1 position in Salt Lake City, Utah between January 1, 2014 and December 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Wells Fargo’s hiring practices during January 1, 2014 through December 31, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Wells Fargo discriminated against female groups in hiring for On-line Customer Service Representative 1 in Salt Lake City, Utah during January 1, 2014 through December 31, 2014. Wells Fargo denies those claims. Ultimately, OFCCP and Wells Fargo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Wells Fargo agreed to pay affected female applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for On-line Customer Service Representative 1 position in Salt Lake City, Utah during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$849.47** (before taxes). This amount represents your share of back wages and other payments Wells Fargo is

Attachment M – Notice to Affected Applicants (Salt Lake City, UT)

making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Wells Fargo will be making job offers for 20 positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Wells Fargo, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator **[Administrator Name]**.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Wells Fargo.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the “Release of Claims Under Executive Order 11246” form **[by X date]**. Send your completed and signed forms to:

[Name and address for return of claim forms or instructions/email for electronic submission]

The forms must be postmarked or delivered by **[insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the OFCCP Arlington District Office at (703) 235-1021. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

[Name and Address]

If you do not submit a completed Claim Form and Release Form on or before **[Deadline above]**, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Attachment N – Claim Form (Salt Lake City, UT)

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

- Name**
- Address**
- Phone**
- Email/Web site link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in On-line Customer Service Representative 1 position with Wells Fargo in Salt Lake City, Utah.
- No, I am not currently interested in On-line Customer Service Representative 1 position with Wells Fargo in Salt Lake City, Utah.
- I am currently employed by Wells Fargo.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Attachment N – Claim Form (Salt Lake City, UT)

Signature

Date

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In consideration of the payment of at least \$849.47 (less deductions required by law) and/or a potential job offer for an On-line Customer Service Representative 1 position in Salt Lake City, Utah by Wells Fargo to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Wells Fargo, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 in any way to failure to hire female applicants for On-line Customer Service Representative 1 positions in Salt Lake City, Utah during the period of January 1, 2014 through December 31, 2014.

II.

I understand that Wells Fargo denies that it treated me unlawfully or unfairly in any way and that Wells Fargo 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 and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Wells Fargo initiated on January 1, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Wells Fargo to me is not to be construed as an admission of any liability by Wells Fargo.

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IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____