

**Global Conciliation Agreement Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
WELLS FARGO BANK, N. A.**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the following eleven (11) Wells Fargo Bank, N.A. (“Wells Fargo”) Functional Affirmative Action Programs (“FAAP”):

Wells Fargo Houston & SW Support Groups (PU 355) (“Wells Fargo Houston”);
Wells Fargo Utah (PU 320);
Wells Fargo Dallas/Ft. Worth (PU 358) (“Wells Fargo DFW”);
Wells Fargo Piedmont East (PU 412);
Wells Fargo Greater Georgia (PU 396);
Wells Fargo Mid-South (PU 394);
Wells Fargo PVSI Consumer Credit Services (PU 7450); and
Wells Fargo Consumer Lending Technology (PU 6009).

OFCCP found that, with regard to Wells Fargo Houston, Utah, DFW, Greater Georgia, and Mid-South, Wells Fargo was not in compliance with Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 Code of Federal Regulations (“CFR”) 60.

With respect to Wells Fargo Piedmont East, PVSI Consumer Credit Services, and Consumer Lending Technology, no findings or determinations of non-compliance were made by OFCCP. However, Wells Fargo and OFCCP agree to resolve these reviews through the terms in this Agreement.

Separate from the FAAP evaluations listed above, OFCCP also evaluated Wells Fargo Consumer Lending, Arizona (PU 512); Wells Fargo Community Banking, Greater Texas (PU 360); and, Wells Fargo Customer Account Management, San Antonio (PU 4007) and found no violations of 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”).

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 Wells Fargo (“the Parties”) enter into this Global Conciliation Agreement (“Agreement” or “Global Agreement”), and the Parties agree to all the terms herein. The attachments to this Agreement are deemed incorporated by reference into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Wells Fargo's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations in the Notices of Violation ("NOVs"). However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Wells Fargo violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Wells Fargo'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, insofar as such requirements are consistent with the terms of this Agreement. With reasonable notice, Wells Fargo will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all relevant hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. 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, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
4. The Parties agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Wells Fargo 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.
8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain Regional Director (the "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 Wells Fargo submits its final progress report required in Part VI below or after the five (5) year exemption period whichever is later, unless OFCCP notifies Wells Fargo in writing before the expiration date that Wells Fargo 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 Wells Fargo has met all of its obligations under the Agreement.

11. If OFCCP alleges that Wells Fargo violated this Agreement:

A. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63 and 41 CFR 60-741.63 will govern:

1) OFCCP will send Wells Fargo a written notice stating the violations and summarizing any supporting evidence.

2) Wells Fargo 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.

3) If Wells Fargo is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) In the event of a breach of this Agreement by Wells Fargo, 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. Wells Fargo may be subject to the sanctions set forth in Section 209 of E.O. 11246, 41 CFR 60-1.27, 41 CFR 60-741.66, and 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.

12. Wells Fargo neither admits nor denies any violation of E.O. 11246, 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 the United States Department of Labor. Wells Fargo and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of OFCCP's review of the eight (8) Wells Fargo FAAPs listed at the beginning of Section I. 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 Agreement.
17. All references to "days" in this Agreement, and in the Timeline included as Attachment F, 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.

PART III. SPECIAL TERMS AND CONDITIONS

1. OFCCP agrees that the eleven (11) FAAPs covered under this Agreement and listed in Part I shall not be subject to an OFCCP compliance evaluation for five years from the Effective Date of this Agreement ("Five-Year Exemption Period"). In addition, OFCCP agrees not to schedule any retail bank branches for a compliance evaluation during the Five-Year Exemption Period. The Five-Year Exemption Period will also apply to all FAAPs on Attachment A1.

Because the formation of the FAAPs may change over time, Wells Fargo and OFCCP agree to meet each year in accordance with the Timeline to discuss which FAAPs are covered by the audit exemption. The parties agree to carry-forward the list of FAAPs on A1 by creating a new list of equivalent FAAPs each year. By way of example, Attachment A2 reflects the list of equivalent FAAPs exempt in 2020.

2. OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.
3. If Wells Fargo violates one or more of the terms of the Agreement, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR 60-1.34. If a finding is made that Wells Fargo violated this Agreement, then the Five-Year Exemption Period will be void.
4. If during the Five-year Exemption Period, OFCCP schedules a different FAAP or establishment of Wells Fargo for a compliance evaluation not covered by this Global Agreement, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
5. This Agreement does not relieve Wells Fargo from compliance with OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including preparing and monitoring

affirmative action programs (AAPs) and/or functional affirmative action programs (FAAPs).

PART IV. SPECIFIC VIOLATIONS AND REMEDIES

1. OFCCP found that Wells Fargo was not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Wells Fargo's external hiring process revealed the following discrimination:

Wells Fargo Houston (PU 355)

Review Period – October 16, 2010 through December 31, 2012

OFCCP's analysis found a statistically significant disparity against Black applicants to: Teller positions resulting in a shortfall of 164; Personal Banker SAFE 1 positions resulting in a shortfall of 30; and, Personal Banker Trainee positions resulting in a shortfall of 26.

Wells Fargo Utah (PU 320)

Review Period – September 13, 2011 through December 31, 2013

OFCCP's analysis found a statistically significant disparity against Black applicants to Teller positions resulting in a shortfall of 5.

Wells Fargo DFW (PU 358)

Review Period – September 6, 2011 through December 31, 2013

OFCCP's analysis found a statistically significant disparity against Black applicants to: Teller positions resulting in a shortfall of 121; Personal Banker SAFE 1 positions resulting in a shortfall of 39; and, CSSR positions resulting in a shortfall of 9.

Wells Fargo Piedmont East (PU 412)

Review Period – October 19, 2015 through November 30, 2016

OFCCP's preliminary analysis found a statistically significant disparity against Black applicants to Teller positions resulting in a shortfall of 29. No findings or determinations of non-compliance or discrimination were made by OFCCP. However, Wells Fargo and OFCCP agree to resolve this issue through the terms in this Agreement.

Wells Fargo Greater Georgia (PU 396)

Review Period: January 1, 2011– December 31, 2012

OFCCP's analysis found a statistically significant disparity against Black applicants to Teller positions resulting in a shortfall of 56.

Wells Fargo Mid-South (PU 394)

Review Period: January 1, 2013- December 31, 2013

OFCCP's analysis found statistically significant disparities against Black applicants to Teller positions resulting in a shortfall of 36 at retail bank branches in or around Birmingham, Alabama; a shortfall of 5 at retail bank branches in or around Huntsville, Alabama; and, a shortfall of 16 at retail bank branches in or around Mobile, Alabama. OFCCP also found a statistically significant disparity against Black applicants to CSSR positions resulting in a shortfall of 5.

Wells Fargo PVTI Consumer Credit Services (PU 7450)
Review Period – January 1, 2018 through December 31, 2018

OFCCP's preliminary analysis found a statistically significant disparity against Black and Female applicants to Phone Banker 1 positions in Homewood, Alabama resulting in shortfalls of 25 and 14, respectively. No findings or determinations of non-compliance or discrimination were made by OFCCP. However, Wells Fargo and OFCCP agree to resolve this issue through the terms in this Agreement.

2. OFCCP found that Wells Fargo was not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Wells Fargo's internal selection process revealed the following discrimination:

Wells Fargo Houston (PU 355)
Review Period – October 16, 2010 through December 31, 2012

OFCCP's analysis found a statistically significant disparity against Black applicants to Personal Banker SAFE 1 positions resulting in a shortfall of 46.

Wells Fargo DFW (PU 358)
Review Period – September 6, 2011 through December 31, 2013

OFCCP's analysis found a statistically significant disparity against Black applicants to Personal Banker SAFE 1 positions resulting in a shortfall of 49 and CSSR positions resulting in a shortfall of 33.

REMEDIES for 1 and 2 above:

Revision of the Hiring Process, Implementation and Training: In accordance with the Timeline listed in Attachment F, Wells Fargo will revise, as necessary and in writing, the practices, policies and procedures used to recruit, track and hire applicants¹ for open positions related to the violations herein (hereinafter the "Revised Hiring Process"). With respect to the Revised Hiring Process and training to be conducted, Wells Fargo agrees to the following:

¹ The term "applicant" refers to any individual that expresses interest in employment through Wells Fargo's established application process.

- A. To adopt or revise written procedures for recruiting job seekers and applicants, including mandatory posting and outreach efforts.
- B. To use non-discriminatory qualifications and written criteria to select and/or reject job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-offer screening or other selection procedures. Wells Fargo will also implement procedures, as appropriate, to limit subjectivity in the hiring process.
- C. To adopt or revise procedures to ensure that: (i) applicants are tracked and decisions are documented at each step in the hiring process, and (ii) documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
- D. To conduct adverse impact analyses for external positions (*i.e.*, comparing the number of applicants versus the number of hires, by race and by sex to the extent known, for the applicable job title during the applicable time period) on at least an annual basis as required by 41 CFR 60-3.4 and 60-3.15. Wells Fargo will retain all records used in the adverse impact analyses and records related to any adjustments to its hiring processes.
- E. Wells Fargo will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants on the Revised Hiring Process in accordance with the Timeline.

The Offer of Employment provisions in this section apply only to external Class Members referenced in Part IV. Wells Fargo will not extend job offers to internal Class Members referenced in Part IV.

Notification: In accordance with the Timeline, and within 60 days of the Effective Date of this Agreement, Wells Fargo will notify the Class Members on Attachment B of the terms of this Agreement by mailing, by first class mail, to each Class Member the Notice to Affected Class (Attachment C1 or C2, “Notice”), Information Verification & Employment Interest Form (Attachment D1 or D2, “Claim Form”), Release of Claims Under Executive Order 11246 (Attachment E1 or E2, “Release”), and a postage-paid return envelope. Within 15 days after expiration of the Response deadline set out in the Claim Form, Wells Fargo will provide OFCCP with a list of all Class Members whose forms were returned as undeliverable or have not fully completed and returned a signed Claim Form and/or executed Release. 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 will then mail by first class mail a second Notice, Claim Form, Release, and postage-paid return envelope to all Class Members for whom updated addresses were obtained.

Eligibility: All external Class Members who complete, sign, and return the Claim Form and executed Release within 180 days of the Effective Date of this Agreement will share

equally in the monetary settlement as described below and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. All internal Class Members who complete, sign, and return the Claim Form and executed Release within 180 days of the Effective Date of this Agreement will share equally in the monetary settlement as described in, below.

If a Class Member receives but does not return a completed Claim Form and/or an executed Release to Wells Fargo within 180 days from the Effective Date, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form or 180 days from the Effective Date, whichever is later, Wells Fargo will provide OFCCP with a list of the Eligible Class Members who timely returned a completed Claim Form and executed Release, along with a copy of each Interest Form and executed Release received. In accordance with the Timeline, OFCCP will review and approve the final list of Eligible Class Members or discuss with Wells Fargo any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. All Eligible Class Members are entitled to an equal share of the monetary settlement allocated for hiring or internal selections as described in below, regardless of whether they are interested in employment with Wells Fargo.

Offer of Employment: As positions become available, Wells Fargo will extend job offers to qualified Eligible Class Members who express an interest in employment for the applicable position(s) at establishments within a reasonable recruiting distance with the same or similar jobs. Eligible Class Members must complete an application and meet current eligibility requirements such as passing a background check before starting employment. Wells Fargo will not extend job offers to individuals hired by Wells Fargo during or after the Review Period. Consistent with the shortfall numbers in Part IV, Paragraph 1 of this Agreement, Wells Fargo will hire Eligible Class Members into open positions after the Effective Date of this Agreement and no later than five (5) years following the Effective Date, unless Wells Fargo exhausts the list of qualified Eligible Class Members expressing an interest in employment.

Eligible Class Members shall be considered in the order that Wells Fargo receives their completed Interest Forms expressing an interest in employment. If multiple completed Interest Forms are received on the same date, the earliest original application date of the Eligible Class Member will determine the order of employment consideration. If an Eligible Class Member rejects a job offer because of the location, Wells Fargo may grant flexibility to its hiring managers to consider the Class Member for an opening at a location more preferable to the Eligible Class Member. Once hired, Eligible Class Members will be subject to the same probationary period, attendance, performance standards, job-bidding requirements, and any other applicable waiting periods as other similarly situated new hires at Wells Fargo.

Wells Fargo will contact Eligible Class Members interested in a position as openings for these applicable positions become available. Where Eligible Class Members complete an application and meet current eligibility requirements, Wells Fargo will make conditional job offers in writing, sent by first-class mail or email to the Eligible Class Member, and will instruct the Eligible Class Member to respond in writing (email is acceptable) to the offer within seven (7) days from the date of receipt of the written offer. If the Eligible Class Member does not respond in writing to the offer within seven (7) days of the receipt of the written offer, the offer will be withdrawn by Wells Fargo. Wells Fargo shall initiate the hiring process for Eligible Class Members as soon as practicable after receiving completed Interest Forms and executed Releases under this Agreement.

The report-to-work date for Eligible Class Members who accept a job offer and otherwise meet all employment requirements shall be at least two (2) weeks after the date the written job offer acceptance is received by Wells Fargo. Wells Fargo will continue making job offers until the shortfall is met, the list of Eligible Class Members who are interested in employment is exhausted, or the lapse of five years from the Effective Date, whichever is first.

Eligible Class Members hired into positions pursuant to this Agreement shall be paid the current wage rate for new hires for these positions and shall be provided with the same benefits, opportunities to earn overtime, shift differentials and other earnings as other similarly situated newly hired employees at Wells Fargo. If the positions change during the Agreement, Wells Fargo will notify OFCCP of the change and will identify a similar position for Class Members.

Monetary Settlement: In settlement of all potential claims for back pay and interest to Eligible Class Members, Wells Fargo agrees to distribute \$7,800,000.00 (\$6,240,000 in back pay and \$1,560,000 in interest), less legal deductions required by law from back pay only (such as federal, state, and/or local taxes). The amount of \$7,700,000 (\$6,160,000 in back pay and \$1,540,000 in interest) will remedy the external hiring violations and \$100,000 (\$80,000 in back pay and \$20,000 in interest) will remedy the internal selection violations. Wells Fargo will distribute the monetary settlement, less deductions required by law, equally among the Eligible Class Members by mailing a check to each Eligible Class Member representing the Eligible Class Member's pro rata share of the total amount of the monetary settlement. Wells Fargo will pay to the Internal Revenue Service ("IRS") the employer's share of Social Security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form. The W-2 Form will be mailed to the Eligible Class Members either with the settlement checks and/or at the end of the year. Wells Fargo will disburse the monetary settlement within 60 days after OFCCP approves the final list of Eligible Class Members.

In accordance with the Timeline, and within 10 calendar days of Wells Fargo's receipt of a check to an Eligible Class Member returned as undeliverable, Wells Fargo will notify OFCCP of this fact via email sent to LaQuandra Adebajo at (b) (6), (b) (7)(C) @dol.gov.

OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains an alternate address, Wells Fargo will re-mail the check to the new address. Any check that remains uncashed for 120 days after the date the check was issued to the Eligible Class Member will be void. In the event that the total amount of uncashed funds totals an amount that would result in each class member receiving a second distribution in excess of \$50.00, then Wells Fargo shall make a second distribution. The second distribution will be made 150 days after the first distribution. If the total amount of uncashed funds would result in each class member receiving a second distribution of equal to or less than \$50.00, then Wells Fargo shall use the uncashed funds to provide training in equal employment opportunity to its personnel, in addition to the training required under this Agreement.

3. OFCCP found that Wells Fargo was not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis found unexplained pay disparities disfavoring female and Black "bankers" covered by the Wells Fargo Mid-South FAAP (PU 394).²

While no findings or violations were issued, OFCCP also shared its preliminary finding of unexplained pay disparities disfavoring females in the Application System Engineer position during its review of the Consumer Lending Technology FAAP (PU 6009).

Wells Fargo will ensure that all employees are afforded equal employment opportunities in compensation. For the workforce covered by what was formerly known as the Mid-South (PU 394) and Consumer Lending Technology (PU 6009) FAAPs, Wells Fargo agrees to the following:

- A. Self-Analysis of Pay. In response to OFCCP's allegations related to pay disparities identified during the Mid-South compliance evaluation, Wells Fargo will conduct a pay equity analysis of each component of pay by race and gender. These analyses will cover the job titles, or current equivalent job titles, defined as "bankers" by OFCCP during the audit. In response to OFCCP's preliminary concerns related to pay disparities identified during the Consumer Lending Technology compliance evaluation, Wells Fargo will conduct a pay equity analysis of each component of pay by gender for the Application System Engineer job title, or its equivalent. If the updated analyses reveal pay disparities, Wells Fargo will investigate. If any such disparities cannot be explained by legitimate factors, then Wells Fargo will remedy such disparities through pay adjustments.
- B. Revised Policies and Procedures. Wells Fargo will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 CFR 60-1.4(a). All revised pay practices must ensure non-discrimination in rates of pay or other

² OFCCP has defined "bankers" to include the following eight job titles: Private Banker (SAFE) 1, Private Banker (SAFE) 2, Private Banker UL (SAFE) 1, Personal Banker Reg (SAFE) 1, Personal Banker Reg (SAFE) 2, Personal Banker (SAFE) 1, Personal Banker (SAFE) 2, and Business Banking Specialist (SAFE).

forms of compensation.

- C. Training. Wells Fargo will provide training to all personnel involved in making compensation decisions at the locations covered by the Mid-South and Consumer Lending Technology FAAPs. This training will cover equal employment opportunity rights and responsibilities and training on any new policies and practices in effect pursuant to paragraph B above.
- D. Pay Transparency. Wells Fargo agrees to conduct a pay transparency review to confirm its commitment to compliance with 41 CFR 60-1.35. Wells Fargo's review will include confirming policy dissemination through Wells Fargo's handbook and review of all relevant locations covered by the Mid-South and Consumer Lending Technology FAAPs to confirm the pay transparency notice is displayed.
- E. Wells Fargo expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

PART V. GLOBAL COMPLIANCE AGREEMENT

- 1. This Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
- 2. To proactively facilitate compliance with E.O. 11246, as amended, Wells Fargo agrees to take the steps described above and below to enhance its compliance related to hiring for the job titles listed in Part IV, within the workforces covered by the Agreement.
- 3. Wells Fargo will review its hiring and promotion policies and procedures, including its interview and applicant tracking processes.
- 4. Under this Global Agreement, Wells Fargo will submit to OFCCP a written description of its Revised Hiring Process to include the items outlined below:
 - A. Procedures to recruit, screen, interview, select, reject, and hire without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with E.O. 11246.
 - B. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (*i.e.*, application screen, interview, post-offer screen, etc.).
 - C. Procedures to ensure that applicant records are tracked in accordance with OFCCP regulations. Procedures to ensure records are maintained on persons expressing an interest in employment.

- D. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - E. Procedures to train all employees involved in the hiring process on the policies and practices related to Wells Fargo' selection process.
 - F. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluation of the individual components and qualifications if statistical disparities exist.
5. Wells Fargo will develop and conduct a mandatory training program to be presented to all individuals involved in the hiring process (i.e., recruiting, screening, interviewing, selection, rejection, and hiring).
 6. Wells Fargo will monitor the implementation of and results achieved from the Revised Hiring Process and will provide reports to OFCCP based on the Reporting Requirement in Part VI. As part of this Agreement, Wells Fargo agrees to monitor hiring activity for any indication of statistically significant disparities based on race/ethnicity or sex and will investigate and remedy any statistically significant disparity identified.
 7. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the Revised Hiring Process has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the Revised Hiring Process, its implementation, or training, to ensure a nondiscriminatory hiring process.
 8. During the five-year period, Wells Fargo will conduct adverse impact analyses consistent with the requirements of 41 CFR 60-3.4 and 3.15 on at least an annual basis. If Wells Fargo finds statistically significant disparities in hiring of external candidates, Wells Fargo shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. Wells Fargo will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.
 9. This Global Agreement between Wells Fargo and OFCCP does not provide Wells Fargo with any grant of immunity or protection from its requirement to comply with E.O. 11246.
 10. This Global Agreement is between OFCCP and Wells Fargo (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Wells Fargo or OFCCP. In case of a disagreement over the implementation of this Agreement, the Parties agree to negotiate in good faith prior to enforcement.

PART VI. REPORTS REQUIRED

1. Wells Fargo will submit the documents and reports described below to:

Office of Federal Contract Compliance Programs
ATTN: Melissa Speer, Regional Director
SWARM Regional Office
525 S. Griffin Suite 840
Dallas, Texas 75202

2. Wells Fargo will submit the following in each progress report in accordance with the Timeline Attachment F, as applicable:

- A. Documentation of monetary payments to all Eligible Class Members as specified in Part IV, including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. OFCCP may request copies of canceled checks disbursed by Wells Fargo to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid;
- B. Documentation for each Eligible Class Member who is hired into a position at Wells Fargo, including name, date of hire, job title hired into, and rate of pay. Documentation for each Eligible Class Member who was considered for employment but was not hired into a position at Wells Fargo, along with the reason(s) for non-selection. Wells Fargo will provide documentation relating to that non-selection upon request;
- C. The total number of external applicants and hires and the breakdown by race/ethnicity and sex for each applicant and hire during the reporting period as outlined in Attachment G.

3. For the compensation violation, Wells Fargo will submit the following:

- A. A statement confirming that it conducted the pay analyses described in Part IV above and that unexplained and statistically significant disparities, if any, based on race and/or gender have been remedied through pay adjustments. Wells Fargo will report on any pay adjustments to female and Black “bankers” at locations covered by Wells Fargo Mid-South (PU 394) and to females in the Application System Engineer position at locations covered by the Consumer Lending Technology FAAP (PU 7450).
- B. Documentation of any revised pay policies, as described in Part IV above.

- C. Documentation of training on equal opportunity in compensation, as described in Part IV above.
 - D. Confirmation of the pay transparency review, as described in Part IV above.
- 4. In accordance with the Timeline, Wells Fargo will submit a written description of its Revised Hiring Process and documentation of related training, as described in Part IV above.
 - 5. In accordance with the Timeline, Wells Fargo will certify that it has developed its affirmative action plans each year. In years three and four of the Agreement, Wells Fargo will submit a list of the FAAPs developed from which OFCCP will select two (2) FAAPs each year. The FAAPs will be submitted within 30 days of the request from OFCCP. The submission will include the basic AAP, to include text, workforce analysis and job group analysis, utilization analysis but not additional items such as personnel activity reports.
 - 6. TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

Attachments

- A1. List of FAAPs covered by the Audit Exemption in 2019
- A2. List of FAAPs covered by the Audit Exemption in 2020
- B. List of Class Members
- C1. Notice to Class Members – External (“Notice”)
- C2. Notice to Class Members – Internal (“Notice”)
- D1. Information and Verification Form – External (“Claim Form or Interest Form”)
- D2. Information and Verification Form – Internal (“Claim Form or Interest Form”)
- E1. Release of Claims Under Executive Order 11246 - External (“Release”)
- E2. Release of Claims Under Executive Order 11246 - Internal (“Release”)
- F. Timeline
- G. Table of Reporting Locations

PART VII. SIGNATURES

The person signing this Conciliation Agreement on behalf of Wells Fargo personally warrants that he/she is fully authorized to do so, that Wells Fargo has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Wells Fargo. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Wells Fargo.

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

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

Mary T. Mack
Senior Executive Vice President of
Consumer Banking
Wells Fargo Bank, N.A.

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region
OFCCP

DATE: 8/10/2020

DATE: August 11, 2020

ATTACHMENT A1

2019 FAAPS COVERED UNDER FIVE-YEAR AUDIT EXEMPTION¹

The following 2019 FAAPs are included in the Five-Year Exemption Period as described in Part III.1 (“Special Terms and Conditions”) of the Agreement.

2019 PU ID	2019 PU NAME
7150	EXECUTIVE OFFICE
1010	TECH RISK & CONTROLS
1332	TEAM MEMBER TECHNOLOGY
1317	ENTERPRISE SERVICES
1330	ENTERPRISE BUSINESS TECHNOLOGY
1344	DEPOSITS AND OPERATIONS TECHNOLOGY
1360	CONSUMER LENDING TECHNOLOGY
2009	BANKER CONNECTION
4002	AUTO CUST EXCELLENCE
4004	WFHL OPERATIONAL RISK
4005	WFHL ASSET MANAGEMENT
4007	CUST ACCT MGMT
4080	SECOND LEVEL REVIEW UW AND SUPPORT
4015	DEFAULT SPOC
4079	DFLT UW PROD
4017	FTFLMNT SERV NE/SE
4020	FLFLMNT SERV WEST/CENTZD
4024	ACCOUNT RESOLUTION
4025	FLFLMNT SERV PAC/HE
4026	WF AUTO
4028	WFHL SERVICING
450	
4070	CAP MARKTS LOAN OPS
4071	AUTO UNDERWRITING AND FUNDING
4078	SERVICING DATA AND ANALYTICS BICD
7110	COLLECTION & SERVICING
7120	PLG COLLECTIONS
7130	OVERDRAFT COLLECTIONS AND RECOVERY
7135	COLLECTIONS AND SERVICING RECOVERY
7140	CRS COLLECTIONS
7155	CRS LOAN OPERATIONS
7245	VICTIM FRAUD
7415	SVC/SC/VA

¹ In addition, FAAPs meeting criteria described in Part III.1 of the Agreement will be exempt from review.

2019 PU ID	2019 PU NAME
7410	SVC/SD/TX/VA/CA
7420	SVC/CA/TX/OR/AZ
7445	NATIONAL BUSINESS BANKING CENTER
7450	CONSUMER CREDIT SERVICES
8114	WFA WEST
8112	WFA GATEWAY
8120	WFA SOUTHWEST
8122	WFA MIDWEST - MID AMERICA
8126	WFA NORTHERN
8142	WFA NEW ENGLAND
8144	WFA METRO
8146	WFA SOUTHERN
8150	WFA EAST
8152	WFA MID-ATLANTIC
8154	WFA FLORIDA
9455	BUS BANKING EAST
9451	BUS BANKING MTN
9452	BUS BANKING S CAL NV
9456	BUS BANKING PAC NW
9450	BUS BANKING
9453	BUS BANKING MIDWEST
9457	BUS BANKING SW

ATTACHMENT A2

2020 FAAPS COVERED UNDER FIVE-YEAR AUDIT EXEMPTION²

The following are the 2020 FAAPs that are included in the Five-Year Exemption Period as described in Part III.1 (“Special Terms and Conditions”) of the Agreement.

2020 PU ID	2020 PU NAME
34	CONSUMER PRODUCT AND SERVICES EXECUTIVE OFFICE
1010	TECHNOLOGY RISK & CONTROL
1135	END USER & COLLABORATION SERVICES
1335	ENTERPRISE DATA TECHNOLOGY
1344	DEPOSIT OPERATIONS DEBIT CARD TECHNOLOGY
1360	CONSUMER LENDING TECHNOLOGY
2009	BANKER CONNECTION
4002	AUTO CUSTOMER EXCELLENCE
4004	HOME LENDING OPERATIONAL RISK MANAGEMENT
4005	HOME LENDING ASSET MANAGEMENT
4007	CUSTOMER ACCOUNT MANAGEMENT
4013	DEFAULT DECISION TESTING VALIDATION STRATEGY
4015	DEFAULT SINGLE POINT OF CONTACT
4017	FULFILLMENT SERVICE EAST SPECIALTY & ASSUMPTIONS
4020	FULFILLMENT SERVICE CENTRALIZED
4024	HOME LENDING ACCOUNT RESOLUTION
4025	FULFILLMENT SERVICE WEST/HOME EQUITY
4026	AUTO
4028	HOME LENDING SERVICING
4070	CAPITAL MARKETS LOAN OPERATIONS
4071	AUTO UNDERWRITING AND FUNDING
4078	SERVICING DATA AND ANALYTICS
7110	CONSUMER COLLECTIONS & SERVICING
7240	FRAUD AND CLAIMS MANAGEMENT
7415	SERVICE CENTER - PA/SC/VA
7430	EVERYDAY BANKING - WEST/MIDWEST
7445	NATIONAL BUSINESS BANKING CENTER
7450	CONSUMER CREDIT SERVICES
8110	WELLS FARGO ADVISORS PACIFIC SOUTH
8115	WELLS FARGO ADVISOR MOUNTAIN NORTHWEST
8120	WELLS FARGO ADVISOR SOUTHWEST
8124	WELLS FARGO ADVISOR MIDWEST
8126	WELLS FARGO ADVISOR NORTHERN
8142	WELLS FARGO ADVISOR NEW ENGLAND
8144	WELLS FARGO ADVISOR METRO NORTHEAST
8146	WELLS FARGO ADVISOR SOUTHEAST

² In addition, FAAPs meeting criteria described in Part III.1 of the Agreement will be exempt from review.

2020 PU ID	2020 PU NAME
8150	WELLS FARGO ADVISOR EASTERN
8152	WELLS FARGO ADVISOR MID-ATLANTIC
8154	WELLS FARGO ADVISOR FLORIDA
9520	COMMERCIAL BANKING EAST
9530	COMMERCIAL BANKING WEST
9540	COMMERCIAL BANKING CENTRAL

ATTACHMENT C1

NOTICE TO AFFECTED CLASS – EXTERNAL

“NOTICE”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

Dear **[NAME]**:

Wells Fargo Bank, N.A. – **[FAAP NAME (FAAP PU NUMBER) (COMMON NAME), i.e., Houston (PU 355) (“Wells Fargo Houston”)]** and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of Wells Fargo **[LOCATION]**. OFCCP’s analysis of Wells Fargo **[LOCATION]**’s hiring process and selection procedures revealed that during the period of **[START OF REVIEW PERIOD]** through at least **[END OF REVIEW PERIOD]** (“Review Period”), there was a disparity in the hiring of the **[JOB TITLE]** positions based on race. Wells Fargo **[LOCATION]** has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Wells Fargo **[LOCATION]** violated any laws. OFCCP and Wells Fargo **[LOCATION]** entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a **[JOB TITLE]** position at Wells Fargo **[LOCATION]** during that time period and was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least **[\$XXX]** less lawful payroll deductions. Under the terms of this Agreement, it may take up to **[NUMBER]** months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification, and the Release of Claims Form. The forms should be mailed as soon as possible to the address below.

[Name]
[Position]
[Contractor]
[Address]

In order for you to be eligible to participate in the settlement, your documents must be received by [DATE BY WHICH CLASS MEMBERS MUST RESPOND].

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

In addition to the monetary distribution, Wells Fargo **[LOCATION]** will be making job offers for the **[JOB TITLES]** positions (or equivalent positions), to a limited number of individuals

receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Wells Fargo [LOCATION], please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for a [JOB TITLE] or equivalent position in the order that Wells Fargo [LOCATION] receives the Information Verification and Employment Interest Form expressing an interest in employment.

If you have any questions you may call [NAME] at Wells Fargo at [PHONE NUMBER], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at 720-264-3200. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO WELLS FARGO BY [DATE BY WHICH CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form (“Claim”)

Release of Claims Form (“Release”)

ATTACHMENT C2

NOTICE TO AFFECTED CLASS – INTERNAL

“NOTICE”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

Dear **[NAME]**:

Wells Fargo Bank, N.A. – **[FAAP NAME (FAAP PU NUMBER) (COMMON NAME), i.e., Houston (PU 355) (“Wells Fargo Houston”)]** and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of Wells Fargo **[LOCATION]**. OFCCP’s analysis of Wells Fargo **[LOCATION]**’s hiring process and selection procedures revealed that during the period of **[START OF REVIEW PERIOD]** through at least **[END OF REVIEW PERIOD]** (“Review Period”), there was a disparity in the hiring of the **[JOB TITLE]** positions based on race. Wells Fargo **[LOCATION]** has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Wells Fargo **[LOCATION]** violated any laws. OFCCP and Wells Fargo **[LOCATION]** entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a **[JOB TITLE]** position at Wells Fargo **[LOCATION]** during that time period and was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$**[XXX]** less lawful payroll deductions. Under the terms of this Agreement, it may take up to **[NUMBER]** months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification, and the Release of Claims Form. The forms should be mailed as soon as possible to the address below.

[Name]
[Position]
[Contractor]
[Address]

In order for you to be eligible to participate in the settlement, your documents must be received by **[DATE BY WHICH CLASS MEMBERS MUST RESPOND].**

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

If you have any questions you may call **[NAME]** at Wells Fargo at **[PHONE NUMBER]**, or OFCCP Compliance Officer **(b) (6), (b) (7)(E)** at 720-264-3200. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO WELLS FARGO BY [DATE BY WHICH CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form (“Claim”)

Release of Claims Form (“Release”)

ATTACHMENT D1

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM –
EXTERNAL

“CLAIM FORM” OR “INTEREST FORM”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Wells Fargo Bank, N.A. (“Wells Fargo”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Wells Fargo at the address below if your address or phone number changes within the next six (6) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a **[Include only title (or equivalent) relevant to this Class Member]** position with Wells Fargo. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Wells Fargo in a **[Include only title (or equivalent) relevant to this Class Member]** position.

[] No, I am not currently interested in employment with Wells Fargo in a **[Include only title (or equivalent) relevant to this Class Member]** position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY **DATE, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

(NAME) _____

(ADDRESS) _____

I, _____, certify the above is true and correct.

(print name)

Signature

Date

ATTACHMENT D2

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM – INTERNAL

“CLAIM FORM” OR “INTEREST FORM”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Wells Fargo Bank, N.A. (“Wells Fargo”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Wells Fargo at the address below if your address or phone number changes within the next six (6) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY **[DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

(NAME) _____

(ADDRESS) _____

I, _____, certify the above is true and correct.

(print name)

Signature

Date

ATTACHMENT E1

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 – EXTERNAL

“RELEASE”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Wells Fargo Bank, N.A. (“Wells Fargo”) paying you money, you agree that you will not file any lawsuit against Wells Fargo for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants. 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.

In consideration of the payment of at least \$**[XXX]** (less deductions required by law) by Wells Fargo to me, which I agree is acceptable, I, (print name) _____, 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, 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 had which relate to my non-selection for employment on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Wells Fargo Houston through the Effective Date of this Release.

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 described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on **[DATE]**. I further agree that the payment of the aforesaid sum 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.

IV.

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

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

Printed Name

Signature

ATTACHMENT E2

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 – INTERNAL

“RELEASE”

[FAAP NAME (FAAP PU NUMBER) (e.g., “HOUSTON (PU 355)”]

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Wells Fargo Bank, N.A. (“Wells Fargo”) paying you money, you agree that you will not file any lawsuit against Wells Fargo for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants. 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.

In consideration of the payment of at least \$**[XXX]** (less deductions required by law) by Wells Fargo to me, which I agree is acceptable, I, (print name) _____, 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, 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 had which relate to my non-selection for employment on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Wells Fargo Houston through the Effective Date of this Release.

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 described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on **[DATE]**. I further agree that the payment of the aforesaid sum 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.

IV.

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

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

Printed Name

Signature

Attachment F TIMELINE

	Company Name: WELLS FARGO BANK, N.A. Effective Date of Conciliation Agreement:		08/11/2020
	ACTION REQUIRED	Number of Days	Due Date
	A. Class Member List		
1	Within sixty (60) days after the Effective Date, Wells Fargo will mail the Initial Notice Documents to Class Members (forms in Attachments C, D, E and postage-paid return envelope).	60	10/10/2020
2	Within one hundred twenty (120) days (assumes 45 days for class members to respond and 15 days for contractor to provide the info to OFCCP) days of the Effective Date, Wells Fargo will notify OFCCP of documents returned as undeliverable or incomplete Claim Form and/or Release.	120	12/09/2020
3	Within fifteen (15) days of receiving the list from Wells Fargo, OFCCP will then attempt to obtain updated addresses and will provide updated Class Member contact information.	15	12/24/2020
4	Within fifteen (15) days of receiving new contact information from OFCCP, Wells Fargo will mail by first class mail a second Notice, Interest Form, Release , and postage-paid return envelope to all Class Members for whom updated addresses were obtained.	15	01/08/2021
5	Within one hundred eighty (180) days of the Effective Date, all Class Members must return both the Interest Form and executed Release in order to participate in the settlement (gives class members about 30 days to respond)	180	02/07/2021
6	Within fifteen (15) days of the latest response date Wells Fargo will provide OFCCP with a list of the Eligible Class Members who timely returned a completed Interest Form and executed Release, along with a copy of each Interest Form and executed Release received.	15	02/22/2021
7	Within fifteen (15) days of OFCCP receiving the list of Eligible Class Members, OFCCP will review and approve the final list of Eligible Class Members or discuss with Wells Fargo any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.	15	03/09/2021

	C. Monetary Relief	Number of Days	Due Date
8	Within sixty (60) days after OFCCP approves the final list of Eligible Class Members, Wells Fargo will disburse the monetary settlement.	60	05/08/2021
9	Wells Fargo will submit documentation of monetary payments to all Eligible Class Members as specified in Part IV of the CA, within thirty (30) days of disbursement	30	06/07/2021
10	Wells Fargo will notify OFCCP by within ten (10) calendar days of its receipt of a returned check.	10	TBD
11	If OFCCP obtains an alternate address, Wells Fargo will re-mail the check to the new address.	TBD	TBD
12	Any check that remains uncashed more than 120 days after the initial date mailed to the Eligible Class Member shall be void.	120	09/05/2021
13	One hundred fifty (150) days after the initial date the checks were mailed to the Eligible Class Members, Wells Fargo shall make a second distribution of uncashed funds to all Eligible Class Members who cashed their first check.	150	10/05/2021
14	Wells Fargo will submit documentation of monetary payments to all Eligible Class Members as specified in Part IV of the CA, within thirty (30) days of the second monetary disbursement, if necessary.	30	11/04/2021
	C. Hiring	Number of Days	Due Date
15	As positions become available, Wells Fargo will extend job offers to qualified Eligible Class Members who express an interest in employment for the applicable position(s) at establishments within a reasonable recruiting distance with the same or similar jobs. Job offers for external positions only.	TBD	TBD
16	Documentation for each Eligible Class Member who is hired as well as those who are considered but not selected, will be provided annually until the shortfall is met, the list of Eligible Class Members who are interested in employment is exhausted, or the lapse of five (5) years from the Effective Date.	Annually	Beginning May 1, 2021

	B. Non-Monetary Relief - Revised Hiring Process	Number of Days	Due Date
17	Within sixty (60) days of the Effective Date, Well Fargo will revise as necessary and in writing, the practices, policies and procedures each establishment uses to recruit, track and hire applicants for open positions at Wells Fargo (hereinafter the "Revised Hiring Procedures").	60	10/10/2020
18	Within one hundred eighty (180) days of the Effective Date, will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants on the Revised Hiring Process in accordance with the Timeline.	180	02/07/2021
19	Within one hundred ninety-five (195) days of the Effective Date, Wells Fargo will submit a written description of its Revised Hiring Process and documentation of related training, as described in Part IV	195	02/22/2021
	Reporting	Number of Days	Due Date
20	Within 60 days of Effective Date - Submit Compensation Report as required by Part VI, Subpart 3.	60	10/10/2020
21	In each year of the agreement, Wells Fargo will certify to OFCCP that it has developed its affirmative action plans	Annually	April 30th
22	OFCCP will select the two (2) FAAPs for submission in years 3 and 4	2023 2024	March 31st
23	In years 3 and 4 of the agreement, Wells Fargo will provide OFCCP with two (2) FAAPs as selected by OFCCP	2023 2024	April 30th
24	Wells Fargo will submit Progress Reports, as outlined in Attachment G	2022 2023 2024	May 1st
25	Expiration date of CA (60 days after Wells Fargo submits its final progress report or after the five (5) year exemption period, whichever is later)	2025	August
*Expiration date of CA - 60 days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier.			

ATTACHMENT G – TABLE OF REPORTING LOCATIONS

	Time Period	Job Titles	Location	Due Date	Reporting Year
	Jan. 1, 2021 – Dec. 31, 2021	Teller (or equivalent)	Saint George & Salt Lake City	May 1, 2022	Year 2
Branch Addresses	1 S MAIN ST, SAINT GEORGE, UT				
	1218 E RIVERSIDE DRIVE, SAINT GEORGE, UT				
	144 BRIGHAM RD, SAINT GEORGE, UT				
	592 N MALL DRIVE, SAINT GEORGE, UT				
	8 WEST STATE, HURRICANE, UT				
	915 WEST RED CLIFFS DR, WASHINGTON, UT				
	929 W SUNSET BLVD, SAINT GEORGE, UT				
	1710 SOUTH REDWOOD RD, SALT LAKE CITY, UT				
	2001 S MAIN, SALT LAKE CITY, UT				
	299 S MAIN ST, SALT LAKE CITY, UT				
	3601 SOUTH 2700 WEST, SALT LAKE CITY, UT				
	5580 W AMELIA EARHART DR, SALT LAKE CITY, UT				
	778 S MAIN ST, SALT LAKE CITY, UT				
	Jan. 1, 2021 – Dec. 31, 2021	Phone Banker 1 (or equivalent)	Homewood, AL	May 1, 2022	Year 2
Branch Addresses	220 WILDWOOD PKWY, HOMEWOOD, AL				
	Jan. 1, 2022 – Dec. 31, 2022	CSSR (or equivalent)	Memphis & Birmingham	May 1, 2023	Year 3
Branch Addresses	1365 N GERMANTOWN PKWY, CORDOVA, TN				
	3611 HACKS CROSS RD, MEMPHIS, TN				

	Time Period	Job Titles	Location	Due Date	Reporting Year
	42 S CLAYBROOK ST, MEMPHIS, TN –				
	485 GOODMAN RD E, SOUTHAVEN, MS				
	6445 POPLAR AVE, MEMPHIS, TN				
	7435 US HWY 64, MEMPHIS, TN				
	9059 HIGHWAY 64, ARLINGTON, TN				
	9301 POPLAR AVE, GERMANTOWN, TN				
	420 20TH ST N, BIRMINGHAM, AL				
	2921 26TH ST N, BIRMINGHAM, AL				
	2136 BESSEMER RD, BIRMINGHAM, AL				
	325 W VALLEY AVE, BIRMINGHAM, AL				
	1600 MONTGOMERY HWY, HOOVER, AL				
	Jan. 1, 2022 – Dec. 31, 2022	Teller (or equivalent)	Rome/Woodstock	May 1, 2023	Year 3
Branch Addresses	12172 HIGHWAY 92, WOODSTOCK, GA				
	140 PROMINENCE POINT PKWY, CANTON, GA				
	2 REDMOND RD NW, ROME, GA				
	2025 TOWNE LAKE PKWY, WOODSTOCK, GA				
	2219 SHORTER AVE SW, ROME, GA				
	285 MOLLY LN, WOODSTOCK, GA				
	2850 CANTON RD, MARIETTA, GA				
	3765 SIXES RD, CANTON, GA				
	475 TURNER MCCALL BLVD NE, ROME, GA				
	499 E MAIN ST, CARTERSVILLE, GA				

	Time Period	Job Titles	Location	Due Date	Reporting Year
	501 BROAD ST, ROME, GA				
	6725 HIGHWAY 92, WOODSTOCK, GA				
	Jan. 1, 2022 – Dec. 31, 2022	Teller (or equivalent)	Chapel Hill/Burlington	May 1, 2023	Year 3
Branch Addresses	101 BANKS DR, CHAPEL HILL, NC				
	112 W BARBEE CHAPEL RD, CHAPEL HILL, NC				
	1702 E FRANKLIN ST, CHAPEL HILL, NC				
	1796 GLIDWELL DR, BURLINGTON, NC				
	233 S MAIN ST, GRAHAM, NC				
	2832 S CHURCH ST, BURLINGTON, NC				
	500 S MAIN ST, BURLINGTON, NC				
	820 S FIFTH ST, MEBANE, NC				
	Jan. 1, 2023 – Dec. 31, 2023	Teller (or equivalent); Personal Banker (SAFE) 1 (or equivalent); and Personal Banker Trainee (or equivalent)	North Houston	May 1, 2024	Year 4
Branch Addresses	12200 NORTHWEST FRWY, HOUSTON, TX				
	12850 MEMORIAL, HOUSTON, TX				
	12859 KIMBERLY LN, HOUSTON, TX				
	1304 BLALOCK RD, HOUSTON, TX				
	13201 NORTHWEST FRWY, HOUSTON, TX				
	1350 W 43RD ST, HOUSTON, TX				
	2799 FULTON ST, HOUSTON, TX				

	Time Period	Job Titles	Location	Due Date	Reporting Year
	5175 W 34TH ST, HOUSTON, TX				
	7846 LONG POINT RD, HOUSTON, TX				
	901 GESSNER RD, HOUSTON, TX				
	9413 KATY FWY, HOUSTON, TX				
	123 WEST MAIN, HUMBLE, TX				
	1408 E HOUSTON ST, CLEVELAND, TX				
	22420 COMMUNITY DR, NEW CANEY, TX				
	25100 FM 2100, HUFFMAN, TX				
	3434 TIDWELL, HOUSTON, TX				
	3601 EASTEX FREEWAY, HOUSTON, TX				
	4510 KINGWOOD DR, KINGWOOD, TX				
	600 KINGWOOD DR, KINGWOOD, TX				
	7411 FM 1960 RD E, HUMBLE, TX				
	9511 N SAM HOUSTON PKWY E, HUMBLE, TX				
	17802 SPRING CYPRESS RD, CYPRESS, TX				
	-Jan. 1, 2023 – Dec. 31, 2023	Teller (or equivalent) and Personal Banker (SAFE) 1 (or equivalent)	North Dallas	May 1, 2024	Year 4
Branch Addresses	112 N CATHERINE, TERRELL, TX				
	154 W FM 544, MURPHY, TX				
	1602 E EXCHANGE PKWY, ALLEN, TX				
	1775 W ELDORADO PARKWAY, MCKINNEY, TX				
	2020 W UNIVERSITY DR, MCKINNEY, TX				

	Time Period	Job Titles	Location	Due Date	Reporting Year
			2100 S WASH, KAUFMAN, TX		
			2851 RIDGE RD, MCKINNEY, TX		
			2970 HORIZON RD, ROCKWALL, TX		
			8990 STATE HWY 121, MCKINNEY, TX		
			900 W MCDERMOTT DR, ALLEN, TX		
			9021 W UNIVERSITY DR, MCKINNEY, TX		
			995 W BETHANY DR, ALLEN, TX		
			11730 PRESTON RD, DALLAS, TX		
			120 WEST MAIN, MESQUITE, TX		
			1300 TOWN EAST BLVD, MESQUITE, TX		
			13050 COIT RD, DALLAS, TX		
			14999 PRESTON RD, DALLAS, TX		
			15216 MONTFORT DR, DALLAS, TX		
			17088 PRESTON RD, DALLAS, TX		
			18126 PRESTON RD, DALLAS, TX		
			18190 N DALLAS PKWY, DALLAS, TX		
			1931 GREENVILLE AVE, DALLAS, TX		
			3580 FRANKFORD RD, DALLAS, TX		
			3701 BELT LINE RD, ADDISON, TX		
			4020 BELT LINE RD, ADDISON, TX		
			6301 GASTON AVE, DALLAS, TX		
			9508 GARLAND RD, DALLAS, TX		