

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

And

MICROSOFT CORPORATION

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating Microsoft Corporation (“Microsoft”) at the locations listed below (“Reviewed Establishments”). The evaluation of the Microsoft Redmond establishment is a follow-up review covering the period December 2012 to May 2014. OFCCP alleges, as to the Redmond review, that Microsoft is not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3. The OFCCP issued the Notice of Violations (“NOV”) on May 5, 2016 and an amended NOV on June 26, 2016 as to the Redmond establishment. There have not been any adjudicated findings with regard to the allegations in the Redmond NOV. OFCCP has not issued Predetermination Notices or NOV’s in the compliance evaluations of the other locations covered by this agreement.

In the interest of resolving the alleged violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Microsoft enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all the terms herein. OFCCP recognizes Microsoft’s commitment to prospective improvements in workplace equity, opportunity, and diversity in adopting this forward-looking resolution that will enhance oversight and ensure equal employment opportunities for more Microsoft workers for the next five years. The following Microsoft locations are the reviewed Establishments that have open reviews that are resolved through this Agreement:

Microsoft Las Colinas: 7000 N. State Highway 161; Irving, TX 75039

Microsoft Redmond: One Microsoft Way; Redmond, WA 98052

Microsoft New York City: 1290 Avenue of The Americas; New York, NY 10104

Microsoft Cambridge: One Memorial Drive; Cambridge, MA 02142

Microsoft Malvern: 45 Liberty Blvd, Ste. 210 GRT Valley Corporate C; Malvern, PA 00001-9355

Microsoft Chevy Chase: 5404 Wisconsin Avenue; Chevy Chase, MD 20815

Microsoft Downers Grove: 3025 Highland PKWY Ste. 300; Downers Grove, IL 60515

Microsoft Iselin: 101 Wood Ave. South, 9th Floor Metro 101; Iselin, NJ 08830

Microsoft Alpharetta: 1125 Sanctuary Pkwy; Alpharetta, GA 30009-7614

Microsoft Tampa: 5426 Bay Center Drive Ste. 700; Tampa, FL 33609

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Microsoft's fulfillment of its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings against Microsoft as to the Reviewed Establishments listed above under E.O. 11246 based on the violations described in Part IV below. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement itself if Microsoft violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year Exemption Period for compliance evaluations if OFCCP deems that Microsoft is in breach of this Agreement. In addition, OFCCP will not initiate any new audits of the Covered Facilities (Attachment A) until at least 60 days after the monitoring period closes, as described in Part VII, Paragraph 3b below.
2. Microsoft agrees that OFCCP may review its compliance with this Agreement. As part of such review, and subject to the mediation provision set forth in Paragraph 12 (a) (iv), OFCCP may require written reports, enter and inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Microsoft's compliance with this Agreement. With reasonable notice, Microsoft will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested during such review. In the event of a Freedom of Information Act (FOIA) request for any material provided by Microsoft to OFCCP as specified in this Agreement, OFCCP shall provide notice to Microsoft of such request and shall protect from disclosure information covered by 5 U.S.C. Sec. 552(b) as permissible by law.
3. This Agreement does not constitute an admission by Microsoft of any violation of or noncompliance with E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), and their implementing regulations at 41 CFR Chapter 60, or other laws. In addition, there have been no adjudicated findings of any wrongdoing, noncompliance with or violations of E.O. 11246, Section 503 or VEVRAA and Microsoft disputes these allegations. Microsoft denies any violation of the Executive Order, Section 503 or VEVRAA.
4. Microsoft understands that nothing in this Agreement relieves Microsoft of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. Microsoft 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. OFCCP and Microsoft (“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 as to the matters referenced herein. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with Microsoft to make the corrections. The attachments to this Agreement are deemed incorporated into this Agreement.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director, Southwest and Rocky Mountain Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after Microsoft submits the final progress report required in Part VII below or five (5) years from the effective date, whichever is later, unless OFCCP notifies Microsoft in writing prior to the expiration date that Microsoft has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Microsoft has met all of its obligations under the Agreement, or for at least five years, whichever is later.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If OFCCP alleges Microsoft violates this Conciliation Agreement,
 - a. The procedures set forth at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Microsoft a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Microsoft will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Microsoft 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 for those establishments with an open review at the time of this Agreement.
 - iv. Unless OFCCP alleges irreparable injury to an affected employee or applicant as described in paragraph iii above, OFCCP and Microsoft will engage in mediation to resolve any disputes regarding compliance with this Agreement prior to OFCCP commencing enforcement proceedings.

- v. If OFCCP seeks enforcement of this Agreement, OFCCP will not be required to present proof of any underlying violations resolved by this Agreement.
 - b. Microsoft may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on any governmental department or agency other than OFCCP, and cannot be used as evidence that Microsoft is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, and VEVRAA. Microsoft 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.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to either party's policies, practices, or positions in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.
16. This Agreement is between OFCCP and Microsoft (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 Microsoft.

PART III. SPECIAL TERMS AND CONDITIONS

1. Microsoft agrees, over the course of this Agreement, to continue to review the results of its hiring and pay practices as to all of its Covered Facilities listed on Attachment A to ensure nondiscriminatory hire and pay practices. If violations similar to those identified in Part IV of this Agreement are identified, Microsoft agrees to implement corrective actions at all of its establishments where violations were found.
2. OFCCP will not initiate any new compliance evaluations pursuant to 41 CFR 60-1.20, including compliance evaluations, compliance checks, focus reviews and/or offsite review of records, of any Microsoft establishment listed on Attachment A until at least the expiration of the Exemption Period (defined below). OFCCP retains the right to investigate complaints of discrimination at the Covered Facilities under E.O. 11246, Section 503, and VEVRAA. These exemptions only apply to the Covered Facilities listed

on Attachment A. The Exemption Period shall consist of the Reporting Exemption Period plus the Scheduling Exemption Period defined as follows: i) the Reporting Exemption Period shall run for five years from the Effective Date of the Agreement (defined below); and ii) the Scheduling Exemption Period shall commence immediately after the expiration of the Reporting Exemption Period and will follow the current scheduling methodology in effect at the end of the Scheduling Exemption Period. To the extent Microsoft adds new Microsoft locations in the U.S. after the effective date of this agreement, whether as a result of an acquisition or relocation, Microsoft will notify the Regional Director of the SWARM Region of the new establishment and will submit an amended Attachment A. All such establishments with similar jobs will be considered Covered Facilities unless, as to an acquired establishment, there is an open OFCCP compliance evaluation. The new establishments will be subject to the Reporting Requirements below in Part VII.

3. If Microsoft violates the terms of this Agreement, OFCCP reserves the right to bring an enforcement action under 41 CFR 60-1.34, subject to the mediation provision of Part II Paragraph 12 (a)(iv), and the five-year scheduling exemption will be void.
4. This Agreement will not relieve Microsoft of its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and nondiscrimination across its entire workforce, including the monitoring of up-to-date Affirmative Action Programs (“AAPs”) and pay equity.
5. This Agreement between Microsoft and OFCCP does not provide Microsoft with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
6. This Agreement between Microsoft and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
7. This Agreement is between OFCCP and Microsoft (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, Microsoft or OFCCP. In case of a disagreement over the implementation of this Agreement, the parties agree to negotiate in good faith and if those negotiations fail, to engage in mediation as specified in Part II Paragraph 12 (a) (iv) prior to OFCCP instituting any enforcement proceedings.
8. Attachment E sets forth an agreed Timeline that specifies the dates by which each party will perform its obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.

PART IV. ALLEGED VIOLATIONS AND REMEDIES

Hiring Discrimination

OFCCP alleges that Microsoft was not in compliance with 41 CFR § 60-1.4(a)(1). Microsoft denies these allegations. OFCCP's analyses of Microsoft's hiring process and selection procedures revealed the following alleged discrimination findings:

- Microsoft Las Colinas – For the period of December 5, 2015 through May 31, 2017, OFCCP found a statistically significant disparity against Asian applicants for Job Group 228 Premier Field Engineer positions, resulting in a shortfall of 18.
- Microsoft Redmond – For the period of December 1, 2012 through May 14, 2014, OFCCP found a statistically significant disparity against African American and Hispanic applicants for Software Engineering positions, resulting in a shortfall of 12 African-Americans and 11 Hispanics.
- Microsoft New York City – For the period of December 1, 2014 through May 31, 2016, OFCCP found a statistically significant disparity against Asian applicants for Solution Specialist positions in Job Group 417 Sales Rep/Acct Exec, resulting in a shortfall of 2.
- Microsoft Cambridge – For the period of December 1, 2017 through November 30, 2018, OFCCP found a statistically significant disparity against Asian applicants for Job Group 234 Developer II positions, resulting in a shortfall of 5.

Financial Remedy

1. Settlement Amount

- a. **Settlement Account.** To resolve pending allegations raised by OFCCP in connection with Microsoft's hiring practices at the Reviewed Establishments, Microsoft agrees to pay a total of three million dollars (\$3,000,000) comprised of \$2,550,000 in back pay and \$450,000 in interest to Eligible Applicants (defined below) on the Final Class Member Lists. Microsoft will pay to the IRS from separate funds FUTA and the employer's portion of FICA on the back pay portion of each individual's distribution. Microsoft will also be responsible for paying all banking account fees.
- b. **Specific Settlement Amounts.** The Settlement Amount will be allocated in the following way:
 - i. Las Colinas – Total Amount \$750,000 (\$637,500 in back pay and \$112,500 in interest)
 - ii. Redmond – Total Amount \$2,000,000 (\$1,700,000 in back pay and \$300,000 in interest)

- iii. New York City – Total Amount \$50,000 (\$42,500 in back pay and \$7,500 in interest)
- iv. Cambridge – Total Amount \$200,000 (\$170,000 in back pay and \$30,000 in interest)

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts will be distributed equally among the eligible applicants for each establishment location. Individual distributions will include appropriate deductions for payroll deductions required by law on the portion representing back pay only, such as federal, state, and local taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Amounts will be distributed by establishment to all Affected Applicants (identified in Attachment B) who timely respond to the Notice Process by returning a completed and signed Information Verification Form and Release of Claims by the stated deadline in the Notice Documents (hereinafter Eligible Applicants). These individuals will be included on the Final List of Eligible Applicants (Final List). All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Microsoft.
- c. **Payments to Eligible Applicants.** OFCCP will provide Microsoft a list of the payment amount for each Eligible Applicant on the Final List by the date set forth in the Timeline. Microsoft will issue checks or make electronic payments to each Eligible Applicant in the stated amount by the date set forth in the Timeline. Microsoft will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed, as set forth in the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void.
- d. **Tax Payments, Forms and Reporting.** Microsoft shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, or after the end of the tax year when it distributes W-2s to its employees. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive a payment under this Agreement.

3. Notice Process

- a. **Notice Documents.** Microsoft will mail the Notice Documents contained in Attachment C to Affected Applicants identified in Attachment B. The Notice Documents include a Notice to Affected Applicants, Information Verification Form, and Release of Claims under Executive Order 11246. The Notice Documents will make clear the information about the settlement between OFCCP and Microsoft.

- b. **Mailing of Notice to Affected Applicants.** Microsoft will provide initial notice to the Affected Applicants by regular first-class mail by the date set forth in the Timeline. Microsoft will send copies of the Notice Documents in Attachment C, including a postage-paid return envelope, to the best available mailing address for each Affected Applicant. If envelopes from the initial mail notice are returned with forwarding addresses, Microsoft will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second mail notice maximizes the potential response rate. Per the Timeline, Microsoft will provide OFCCP with a list of Affected Applicants who did not respond to the first mailing. OFCCP will conduct independent efforts to locate and communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations, and will provide Microsoft with any updated addresses and information it finds for a second mailing. Microsoft will send a second mail notice to Affected Applicants with updated information who failed to respond to the first mail notice unless the parties agree otherwise.

- c. **Response Deadline.** The final deadline for any Affected Applicant to respond to the Notice by returning a completed and signed Information Verification Form and Release will be set forth in the Notice Documents, but shall be no less than 30 days from the date of mailing the Notice Documents. The parties will prominently display this deadline on all materials they distribute in paper or online regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- d. **Final List of Eligible Applicants/Employees.** Microsoft will provide OFCCP with a list of all Affected Applicants who timely return an Information Verification Form and Release by the stated deadline, and OFCCP will verify the eligibility of each of those Affected Applicants. All Affected Applicants who timely respond and whose eligibility is verified will be included on the Final List. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Microsoft will provide to OFCCP any information necessary to determine the Final List. OFCCP will approve the Final List by the date set forth in the Timeline.
- e. **Documentation of Payments.** By the deadline set forth in the Timeline, Microsoft will provide OFCCP with documentation of all payments to Eligible Applicants as described in Part VII, Paragraph 2a below.
- f. **Second Distribution.** Microsoft will provide OFCCP via email sent to Melissa Speer at (b) (6), (b) (7)(C) [@dol.gov](mailto:melissaspeer@dol.gov) a list of Eligible Applicants whose check was returned as

undeliverable. OFCCP will attempt to locate the Eligible Applicants. If OFCCP obtains an alternate address, Microsoft will remail the check to the alternative address. Any check that remains uncashed within 180 days of mailing will be void. With respect to any uncashed funds, if the total amount of uncashed checks would result in a payment of \$50 or more to each Eligible Applicant who cashed their first check, Microsoft shall make a second distribution to those Eligible Applicants who cashed their first check. If the total amount of uncashed funds would result in payments less than \$50 to those Eligible Applicants, Microsoft shall use the uncashed funds to provide additional training in equal employment opportunity to its personnel.

- g. **Microsoft's Expenses.** Microsoft will pay all expenses associated with carrying out its duties contained in this Section.

Additional Individual Relief

Job Opportunities

Microsoft has provided documentation that all the required hires by location have been made. Therefore no hiring obligation is required. Microsoft has provided proof that it has hired at least 18 alleged class members at Los Colinas, at least 23 alleged class members at Redmond, at least two alleged class members in New York City, and at least five alleged class members at Cambridge. It has, therefore, already addressed any shortfall.

PART V. MODIFICATIONS TO EMPLOYMENT PRACTICES AND OTHER NONMONETARY RELIEF

Revision of the Hiring Process, Implementation and Training: Microsoft has reviewed and revised its hiring practices since 2014. Microsoft will, over the course of this Agreement, continue to review the results of its hiring practices at the Covered Facilities listed on Attachment A. Microsoft will retain records of its hiring practices at the Covered Facilities for the period required by the OFCCP's implementing regulations.

PART VI. ENHANCED COMPLIANCE AGREEMENT

To proactively facilitate compliance with Executive Order 11246, Microsoft will continue to conduct annual pay equity analyses of its employees to ensure pay equity using the methodology described in Attachment D. Microsoft currently takes a number of steps to assess pay equity, including conducting annual pay equity analyses. Microsoft has already publicly committed to continue to conduct such annual analyses and to take appropriate action based on the results of those analyses, on an annual basis for at least the term of this Agreement. The statistical model set forth in Attachment D is to be used by the parties for pay analyses done pursuant to this

Agreement, and it shall not create a precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.

PART VII. OFCCP Monitoring Period and Progress Reports

1. Schedule and Instructions.

Microsoft will furnish OFCCP with the following reports during the monitoring period according to the schedule set forth in the Timeline. Microsoft 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. Required Progress Reports:

Microsoft will submit the following progress reports, as applicable:

- a. Documentation of monetary payments to all Eligible Applicants as specified in Part IV, Paragraph 2c, including for each: the name of the person receiving a monetary settlement, the check number, the amount of the check, and the date the check cleared the bank. Upon OFCCP's request, Microsoft will provide copies of canceled checks disbursed by Microsoft to Eligible Applicants or other equivalent documentation verifying that Eligible Applicants were paid.
- b. Applicant and Hire Data: Microsoft's affirmative action plan (AAP) year currently runs from December 1st through November 30th. Microsoft will provide the following information for the prior AAP year for the specific jobs identified above in Part IV at its New York, Cambridge, and Las Colinas establishments and for two entry-level Software Engineering job groups (234.59.60 and 234.59.40) for its Redmond establishment. The reports will be due January 31, 2023 and January 31, 2025. The total number of external applicants and hires and the breakdown by race, sex and ethnic group of applicants and hires during the reporting period, including all job seekers (numbers only). This reporting requirement is for the specific jobs at the four locations cited above.
- c. To the extent any of the reports Microsoft provides in accordance with this Agreement are customarily kept private or closely held, and Microsoft believes they should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Microsoft will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will provide notice to Microsoft as to the request and shall treat any

such documents as confidential documents, not subject to disclosure to the extent allowed by law.

3. Close of Monitoring Period and Termination of Agreement.

- a. Microsoft will retain all records relevant to the violations cited in Part IV and to the reports submitted in compliance with this section. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Microsoft will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
- b. This Agreement shall remain in effect for the period identified in Part II, Paragraph 10 above.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Microsoft Corporation.

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

KATHLEEN T. HOGAN
Executive Vice President
Human Resources
Microsoft Corporation

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

MELISSA L. SPEER
Regional Director
Office of Federal Contract Compliance
Programs
Southwest and Rocky Mountain Region

DATE: September 4, 2020

DATE: September 4, 2020

Attachments

- A. List of Covered Establishments and Positions
- B. List of Affected Class Members
- C. Notice Documents
 - C-1 Notice to Affected Applicants
 - C-2 Information Verification Form
 - C-3 Release of Claims under Executive Order 11246
- D. Pay Equity Methodology
- E. Timeline

Attachment A: Covered Establishments

Bldg Name	Address1	City	State	Zip Code	Notice of Compliance Closure Date
ALPHARETTA-8000	8000 Avalon Blvd	Alpharetta	GA	30009	
ASHBURN-44520 (BL2)	44520 Hastings Drive	Ashburn	VA	20147	
AUSTIN-10900	10900 Stonelake Blvd	Austin	TX	78759	
ALISOVIEJO-75EN	75 Enterprise	Aliso Viejo	CA	92656	
BENTONVILLE-2505	2505 Technology Circle	Bentonville	AR	72712	
BOISE-401WFRONT	401 W. Front Street	Boise	ID	83702	
BOYDTON-BN1	101 Herbert Drive	Boydton	VA	23917	
BERKELEY 2150	2150 Shattuck Avenue	Berkeley	CA	94704	
BURLINGTON 5-WAY	5 Wayside Road	Burlington	MA	01803	
CAMBRIDGE-1MEM	One Memorial Drive	Cambridge	MA	02142	
COLUMBUS-LYRA	8800 Lyra Drive	Columbus	OH	43240	
CHICAGO-200RAND	200 East Randolph Drive	Chicago	IL	60601	01/03/2020
CHICAGO-CH1	601 Northwest Avenue	Northlake	IL	60164	
CHARLOTTE-AP1	8055 Microsoft Way	Charlotte	NC	28273	
CHEYENNE-CYS01	644 Logistics Drive	Cheyenne	WY	82009	
CINCINNATI-4445	4445 W Lake Forest Park Drive	Cincinnati	OH	45242	
WASH DC-5404	5404 Wisconsin Avenue	Chevy Chase	MD	20815	
DENVER-7595	7595 Technology Way	Denver	CO	80237	
DETROIT-CAMPUS MARTIUS	1092 Woodward Ave	Detroit	MI	48226	
DOWNERS GROVE	3025 Highland Parkway	Downers Grove	IL	60515	
DES MOINES DSM05	550 SE White Crane Rd	West Des Moines	IA	50265	
EDINA MN-3601	3601 West 76th Street	Edina	MN	55435	
ELKRIDGE-6518	6518 Meadowridge Road	Elkridge	MD	21075	
BY1 (EXODUS SC6 - LAFAYETTE)	2045 Lafayette Street	Santa Clara	CA	95050	
FARGO-VISTA	4000 Great Plains Drive	Fargo	ND	58104	
FT COLLINS-2720	2720 Council Tree Ave, Suite 290	Fort Collins	CO	80525	
FT LAUDER-6750	6750 North Andrews Avenue	Fort Lauderdale	FL	33309	
HARTFORD CT-280	280 Trumbull Street	Hartford	CT	06103	
HOUSTON-750	750 Town & Country Blvd	Houston	TX	77024	
INDEPENDENCE-6050	6050 Oak Tree Blvd.	Independence	OH	44131	
INDIANAPOLIS KE	8900 Keystone Crossing	Indianapolis	IN	46240	

IRVINE	Three Park Plaza	Irvine	CA	92614	
ISELIN-101 WOOD	101 Wood Ave South	Iselin	NJ	08830	
LOS ANGEL-13031	13031 W Jefferson Ave	Los Angeles	CA	90094	
LAS COLINAS-2	7100 North State Highway 161	Irving	TX	75039	
LOUISVILLE-9900	9900 Corporate Campus Drive	Louisville	KY	40223	
MALVERN	45 Liberty Boulevard	Malvern	PA	19355	
MILWAUKEE-833	833 E Michigan St	Milwaukee	WI	53202	
NASHVILLE-8 CITY	8 City Boulevard	Nashville	TN	37209	
NYC-TIMESSQUARE	Eleven Times Square	New York	NY	10036	
OKLAHOMA-3030	3030 Northwest Expy	Oklahoma City	OK	73112	
OVERLAND PARK	10801 Mastin Blvd, Suite 620	Overland Park	KS	66210	
PORTLAND-1414	1414 NW Northrup Street	Portland	OR	97209	
PITTSBURGH-ISA	30 Isabella Street	Pittsburgh	PA	15212	
QUINCY-CO1.1	501 Port Industrial Parkway	Quincy	WA	98848	
RALEIGH DURHAM-3025	3025 Carrington Mill Blvd	Morrisville	NC	27560	
RICHMOND 4301	4301 Dominion Blvd	Glen Allen	VA	23060	
REDMOND AREA - ALL MSFT	One Microsoft Way	Redmond	WA	98052	
RENO-B	6100 Neil Road	Reno	NV	89511	
RESTON-12012	12012 Sunset Hills Road	Reston	VA	20190	
SACRAMENTO-1415	1415 L Street	Sacramento	CA	95608	
SAN DIEGO	9255 Towne Centre Drive	San Diego	CA	92121	
SAN ANTONIO-401	401 East Sonterra Boulevard	San Antonio	TX	78258	
SAN ANTONIO SN8	9554 Westover Hills Blvd	San Antonio	TX	78251	
SANFRAN-1355MKT	1355 Market Street	San Francisco	CA	94103	04/05/2019
SALT LAKE-LEHI	3400 North Ashton Blvd	Lehi	UT	84043	
ST. LOUIS-4220 DUNCAN	4220 Duncan Avenue	ST. LOUIS	MO	63110	
SVC-6	1288 Pear Avenue	Mountain View	CA	94043	05/07/2019
SUNNYVALE-1020	1020 Enterprise Way	Sunnyvale	CA	94089	04/10/2019
TEMPE-60 E RIO	60 E. Rio Salado Pkwy	Tempe	AZ	85281	04/12/2020
TAMPA-5426	5426 Bay Center Drive	Tampa	FL	33609	
PHOENIX PHX20	2459 S Ellis St.	Chandler	AZ	85286	

Attachment B: List of Affected Class Members

Las Colinas

COUNT	APPLICANT NUMBER	LAST NAME	FIRST NAME	APPLICATION DATE	Race
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Redmond

COUNT	APPLICANT NUMBER	LAST NAME	FIRST NAME	APPLICATION DATE	RACE
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Attachment C1 Notice

You may be eligible to get money because of a legal settlement between Microsoft 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 Microsoft Corporation (“Microsoft”) that may benefit you. This settlement involves claims of discrimination in selection practices, and our records show that you may be one of the class members covered by the settlement. Microsoft denies any discrimination and these claims have not been adjudicated. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

[Blacks, Hispanics, and Asians as applicable] who were not selected and OFCCP found a hiring disparity for [job group, job titles, etc.] at Microsoft, [Reviewed Establishments if more than one] between [time period] 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 Microsoft’s selection practices during [dates]. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that Microsoft discriminated against [as applicable: Black, Hispanic, and Asian] applicants in hiring. Microsoft denies those claims. Ultimately, OFCCP and Microsoft have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between Microsoft and OFCCP.

As a result, affected class members may be eligible for back pay.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

You may be eligible to receive a payment of at least \$ [REDACTED] (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Microsoft is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

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

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Information and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from Microsoft.

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed form (1) Information Verification Form and (2) the Release Form to:

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

DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment D]

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 above, or if your forms do not verify your eligibility, you will not be eligible to receive any money that may be available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer [NAME] at (###) ###-####. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment C-2
INFORMATION VERIFICATION FORM

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

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify [*Contractor*] at the address below if your address or phone number changes within the next twelve (12) months.

INSERT
CONTACT INFORMATION
ADDRESS

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

For purposes of this settlement, it is necessary to verify your race:

Caucasian

African American/Black

Hispanic

Asian

American Indian/Alaska Native

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO MICROSOFT BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

Attachment C-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("*Release*") is a legal document. The document states that in return for Microsoft Corporation ("Microsoft") paying you money, you agree that you will not file any lawsuit against Microsoft for alleged hiring discrimination under Executive Order 11246. It also says that Microsoft does not admit it violated any laws enforced by OCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to Microsoft's hiring practices through the Effective Date of this Release. I hereby release Microsoft, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving Microsoft's hiring practices through the Effective Date of this Release that could have been brought under Executive Order 11246.

II.

I understand that Microsoft does not agree that it treated me unlawfully or unfairly in any way and that Microsoft 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Microsoft to me is not to be construed as an admission of any liability by Microsoft.

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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Microsoft, by the deadline, I will

not be entitled to receive any payment (less deductions required by law).

I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____

(b) (4), (b) (7)(E)

(b) (4), (b) (7)(E)

(b) (4), (b) (7)(E)

(b) (4), (b) (6), (b) (7)(C), (b) (7)(E)

Attachment E-Timeline

	Company Name: Microsoft CORPORATION Effective Date of Conciliation Agreement:		9/4/2020
	ACTION REQUIRED	Number of Days	Due Date
	A. Class Member List		
1	Within 60 days of the effective date of the agreement, Microsoft will provide initial notice to the Affected Applicants by regular first- class mail	60	11/3/2020
2	If envelopes from the initial mail notice are returned with forwarding addresses, Microsoft will re-mail the Notice Documents within five (5) days of receipt of the forwarding address	5	TBD
3	Within one hundred days (assumes 30 days for class members to respond and 10 days for contractor to provide the info to OFCCP) days after the Effective Date, Microsoft will notify OFCCP of documents returned as undeliverable and/or of Affected Applicants that have not fully completed and returned a signed claim form or release; as well as Affected Applicants who did not respond to the first mailing.	100	12/13/2020
4	Within 10 days after receipt of Microsoft's submission, OFCCP will conduct independent efforts to locate and communicate with Affected Applicants about this Agreement and will provide Microsoft with any updated addresses and information it finds for a second mailing. If needed, the parties will meet and confer to assess the results of the initial mail notice and to ensure that the second mail notice maximizes the potential response rate.	110	12/23/2020
5	Within 10 days of receipt of the information from OFCCP, Microsoft will send a second mail notice to Affected Applicants with updated information who failed to respond to the first mail notice unless the parties agree otherwise.	120	1/2/2021
6	Within 150 days of the Effective Date, all Class Members must return both the Information and Verification Form and executed Release in order to participate in the settlement (gives class members about 30 days to respond).	150	2/1/2021
7	Within ten (10) days after expiration of the 150-day period, Microsoft will provide OFCCP with a list of all Affected Applicants who timely return an Information Verification Form and Release by the stated deadline.	160	2/11/2021
8	Within five (5) days of OFCCP receiving the list of Eligible Class Members, OFCCP will verify the eligibility of each of those Affected Applicants. All Affected Applicants who timely respond and whose eligibility is verified will be included on the Final List.	5	2/16/2021
9	The parties will meet and confer on any outstanding issues or questions regarding the Final List, if necessary.	5	2/21/2021
	B. Monetary Relief	Number of Days	Due Date
10	Within 10 days of receiving the list of all Affected Applicants who timely returned an Information Verification Form and Release Form from Microsoft, OFCCP will provide Microsoft the Final List, including a list of the payment amount for each Eligible Applicant.	170	2/21/2021
11	Within 190 days of the effective date of the agreement, Microsoft will issue checks or make	190	3/13/2021

	electronic payments to each Eligible Applicant in the stated amount by the date set forth in the Timeline.		
12	Microsoft will provide OFCCP via email sent to Melissa Speer at (b) (6), (b) (7)(C)@dol.gov a list of Eligible Applicants whose check was returned as undeliverable.	45	4/27/2021
13	OFCCP will conduct efforts to locate and communicate with Eligible Class Members whose checks were returned as undeliverable.	30	5/27/2021
14	If OFCCP obtains an alternate address, Microsoft will remail the check to the alternative address, within 10 days of receipt.	10	6/6/2021
15	Any check that remains uncashed more than 180 days after the initial date mailed to the Eligible Class Member shall be void.	180	9/9/2021
16	Microsoft will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed.	10	9/19/2021
17	Two hundred ten (210) days after the initial date the checks were mailed to the Eligible Class Members, Microsoft shall make a second distribution of uncashed funds to all Eligible Class Members who cashed their first check, if required.	210	10/9/2021
18	Microsoft will provide OFCCP with documentation of all payments made, any payments returned undelivered, and any checks not cashed, within thirty (30) days of the second monetary disbursement, if necessary.	30	11/8/2021
	C. Reporting	Number of Days	Due Date
19	For the AAP period of December 1, 2021 to November 30, 2022, Microsoft will provided - Applicant and Hire Data for the Solution Specialist positions in Job Group 417 Sales Rep/Acct Exec at New York establishment, for the Job Group 234 Developer II position at the Cambridge establishment, for the Job 228 Premier Field Engineer position at the Las Colinas establishment and for two entry-level Software Engineering job groups (234.59.60 and 234.59.40) for its Redmond establishment.	N/A	January 31, 2023
20	For the AAP period of December 1, 2023 to November 30, 2024, Microsoft will provided - Applicant and Hire Data for the Solution Specialist positions in Job Group 417 Sales Rep/Acct Exec at New York establishment, for the Job Group 234 Developer II position at the Cambridge establishment, for the Job 228 Premier Field Engineer position at the Las Colinas establishment and for two entry-level Software Engineering job groups (234.59.60 and 234.59.40) for its Redmond establishment.	N/A	January 31, 2025
21	This Agreement will expire sixty (60) days after Microsoft submits the final progress report required in Part VII below or five (5) years from the effective date, whichever is later, unless OFCCP notifies Microsoft in writing prior to the expiration date that Microsoft has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Microsoft has met all of its obligations under the Agreement, or for at least five years, whichever is later.	60	9/4/2025

*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.