

**Early Resolution Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**and**  
**Goldman Sachs & Co. LLC**  
**200 West St.**  
**New York, NY 10282**  
**OFCCP Case No. R00173894**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating or has selected for a compliance evaluation the Goldman Sachs & Co. LLC (“Goldman Sachs”) establishments identified in Attachment A.

OFCCP alleges that Goldman Sachs 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”) Sections 60-1 – 60-3 at its 200 West St. establishment. Goldman Sachs denies the allegations.

In the interest of resolving the alleged violations without engaging in further legal proceedings, in exchange for sufficient and valuable consideration described in this document, and to proactively facilitate and enhance Goldman Sachs’s compliance with E.O. 11246, OFCCP and Goldman Sachs enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”). The attachments to this Agreement are deemed incorporated into this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Goldman Sachs’s fulfillment of the obligations in Parts III, IV, V, and VI of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the alleged violations described in Part IV below. OFCCP retains the right to initiate legal proceedings to enforce the Agreement if Goldman Sachs violates this Agreement. In exchange for Goldman Sachs’s fulfillment of all obligations in Parts III, IV, V, and VI of the Agreement, OFCCP further agrees to close compliance evaluations of the establishments identified in Attachment A and not to initiate any compliance review (41 CFR § 60-1.20(a)(1)) or Corporate Management Compliance Evaluation (41 CFR § 60-2.30) of Goldman Sachs for five years from the Effective Date of this Agreement and during the waiting period stipulated in OFCCP’s scheduling methodology in effect at the expiration of this Agreement. Nothing in this Agreement precludes OFCCP from processing complaint investigations.
2. Goldman Sachs agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, enter and inspect the premises upon reasonable notice, interview witnesses upon reasonable notice, and

examine and copy documents relevant to the matter under investigation and pertinent to Goldman Sachs's compliance. Goldman Sachs will cooperate in good faith and permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents as specified in this Agreement. In the event of a Freedom of Information Act request for any material provided by Goldman Sachs to OFCCP as specified in this Agreement, OFCCP shall protect from disclosure all information covered by 5 U.S.C. § 552(b).

3. Goldman Sachs denies that it has violated the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") or any other laws. This Agreement does not constitute an admission by Goldman Sachs of any violation of E.O. 11246, Section 503, VEVRAA or any other laws. Nor has there been an adjudicated finding that Goldman Sachs violated any laws.
4. Goldman Sachs understands that nothing in this Agreement relieves it of its obligation otherwise to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, and their implementing regulations, and other equal employment laws, as applicable.
5. Goldman Sachs promises to not harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a complaint, or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR §§ 60-1.32(a).
6. OFCCP and Goldman Sachs ("the Parties") understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the Parties with respect to the matters referenced therein. This Agreement contains all the terms by which the Parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by the Parties.
8. If one or more provisions of this Agreement are deemed by a court of competent jurisdiction to be unlawful or unenforceable, other than OFCCP's agreement not to initiate or pursue enforcement proceedings against Goldman Sachs based on its compliance evaluation of the 200 West St. establishment, 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 of the Northeast Region (the "Effective Date"). The term of the Agreement is five years from the Effective Date ("the "Term").
10. Each party will bear its own fees and expenses with respect to this matter.

11. If at any time in the future, OFCCP believes that Goldman Sachs has not complied in good faith with any portion of this Agreement:
  - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
    - (1) OFCCP will send Goldman Sachs a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - (2) In accordance with the governing regulations, Goldman Sachs will have 15 days from receipt of such notice to demonstrate in writing that it has complied in good faith with the terms of the Agreement, unless OFCCP in good faith notifies Goldman Sachs that such a delay would result in irreparable injury to the employment rights of affected employees or applicants, in which case the Parties will agree to a shorter time period for a response. Goldman Sachs may request and OFCCP shall not unreasonably refuse a reasonable extension of the 15 day deadline described in this subsection.
    - (3) If Goldman Sachs is unable to demonstrate that it has complied in good faith with the Agreement, proceedings to enforce the Agreement may be initiated immediately without the issuance of a show cause notice.
    - (4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  - B. Goldman Sachs may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violation of this Agreement.
12. Unless OFCCP in good faith alleges irreparable injury to affected employees or applicants as described in Part II.11.A(2), OFCCP shall jointly engage with Goldman Sachs in a mediation to resolve any disputes regarding compliance with the Agreement, prior to commencing an enforcement proceeding.
13. In the event that OFCCP provides Goldman Sachs written notice of an alleged violation as described in Part II.11.A.(1), Goldman Sachs shall provide OFCCP with such underlying data and information as it determines is relevant to demonstrate that Goldman Sachs has complied in good faith with the terms of the agreement at issue in OFCCP's written notice.
14. The Parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Neither this Agreement nor any part of the negotiations that occurred in connection with this Agreement constitute admissible evidence with respect to any OFCCP or Goldman Sachs policy, practice or position in any lawsuit, legal proceeding, administrative

proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and personal representatives, including any persons, entities, departments or agencies succeeding to their interests or obligations. This Agreement does not relieve Goldman Sachs from its ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce.

### **PART III. SPECIAL TERMS AND CONDITIONS**

1. Goldman Sachs agrees to conduct annually a good faith review for compensation disparities against female, black, Asian, and Hispanic employees in the statuses and divisions identified in Part IV.1. of this Agreement at the establishments listed in Attachment A or in the successor Functional Affirmative Action Plan (“FAAP”) groups. If significant unexplained compensation disparities are identified during the course of Goldman Sachs’s good faith review, Goldman Sachs agrees to implement reasonable corrective actions at such establishments or FAAP groups, which may include but are not limited to adjustments to compensation in current or future per annum total compensation (“PATC”) cycles, coaching, mentoring, or alternative job assignments.
2. OFCCP will not schedule any Goldman Sachs’ establishment or FAAP group for a compliance evaluation (i.e., compliance review, off-site review of records, compliance check, or focused review) for a five-year period from the Effective Date of this Agreement or during the waiting period stipulated in OFCCP’s scheduling methodology in place at the expiration of this Agreement.
3. The five-year scheduling exemption is limited to neutrally-scheduled compliance evaluations (41 CFR § 60-1.20(a) (compliance reviews, focused reviews and compliance checks)) and/or Corporate Management Compliance Evaluations (41 CFR § 60-2.30). OFCCP retains the right to investigate complaints of discrimination at establishments covered by this Agreement under E.O. 11246, Section 503, and VEVRAA. OFCCP further retains the right to review Goldman Sachs’s compliance with this Agreement, as set forth elsewhere in this Agreement.

### **PART IV. ALLEGED VIOLATIONS AND REMEDIES**

1. OFCCP alleges that at the 200 West St. establishment, Goldman Sachs violated the Executive Order by discriminating with respect to pay from January 1, 2011 through December 31, 2012 against the following groups:

- A. Black employees who worked in Fair Labor Standards Act (“FLSA”) non-exempt positions in the Global Investment Research (“GIR”) division, black employees who worked as Analysts in the GIR and Technology divisions, black employees who worked as Vice Presidents in the Investment Management Division (“IMD”) and Technology Division, and black employees employed as Extended Managing Directors in the Investment Banking Division (“IBD”).
- B. Asian employees employed in FLSA non-exempt positions in IBD, Asian employees who worked as Vice Presidents in the Operations and Technology divisions, and Asian employees employed as Extended Managing Directors in IMD.
- C. Hispanic employees who worked in FLSA non-exempt positions in IBD, Hispanic employees employed as Vice Presidents in Fixed Income Currency and Commodities (FICC), and Hispanic employees employed as Extended Managing Directors FICC.
- D. Female employees who worked as Associates in the non-revenue Finance Division and female employees who worked as Extended Managing Directors in Equities, FICC, IBD, IMD, and the Legal department.

(Collectively referred to as the “Alleged EO Violations”). Goldman Sachs denies the Alleged EO Violations.

- 2. The individuals listed in Attachment B are the individuals potentially impacted by the Alleged EO Violations (“Affected Employees”). OFCCP agrees that Attachment B will be kept confidential to the extent covered by 5 U.S.C. §552(b).
- 3. Goldman Sachs agrees to distribute the gross amount of \$9,995,000.00 (the “Settlement Amount”), which is \$8,495,750 in back pay and \$1,499,250 in interest, as described herein. The Settlement Amount represents payment of back pay and interest to the Affected Employees. The back pay portion of such payments shall be subject to contributions and deductions required by law (such as federal, state and/or local taxes, and the employer’s and Affected Employees’ share of FICA and FUTA taxes). The gross estimated individual distribution amounts are shown on Attachment B, provided that all Affected Employees collect their payments.
- 4. Pursuant to the dates agreed upon in Attachment C (“Timeline”), Goldman Sachs will notify the Affected Employees of the terms of this Agreement with the Notice included in Attachment D, together with payments in the amounts shown on Attachment B, less deductions for the first distribution. Affected Employees who are not currently employed by Goldman Sachs will be given notice by certified mail (return receipt) or equivalent Federal Express or UPS mailing, and payment to such individuals will be by check. Affected Employees who are currently employed by Goldman Sachs will be given notice via certified mail, and payment to such individuals will be by direct deposit, if practicable. Goldman Sachs will mail to each employee on the Final List 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 Affected Employee either at the time of payment or at the end of the year. No Affected Employee will be required to complete a W-4 or W-9 in order to receive payments under this Agreement.

5. Pursuant to the dates in the Timeline, Goldman Sachs will notify OFCCP of all notices and checks returned as undeliverable, and OFCCP will then attempt to obtain updated or alternate addresses for these individuals. Goldman Sachs will use these updated or alternate addresses to notify the individuals, and provide them with a second mailing of the Notice and payments to individuals whose mailings were returned as undeliverable.
6. By the date indicated in the Timeline, Goldman Sachs will notify OFCCP of any check or direct deposit returned as undeliverable or uncashed. Any check that remains uncashed 180 days after the initial date the check was mailed to the Affected Employee will be void.
7. In the event there are uncollected amounts or returned direct deposit payments, Goldman Sachs will distribute the remaining amount, in the same manner as reflected on Attachment B, to all of the individuals who cashed their first check or did not request to have direct deposit payments returned before the 180 day period. Goldman Sachs will mail this second distribution to such Affected Employees by the date specified in the Timeline.
8. On or before July 1, 2020, Goldman Sachs will provide to OFCCP documentation of the monetary payments to Affected Employees. The documentation will include the employee names and IDs of Affected Employees who were paid, and for each individual, the number of the check, as applicable, the amount of the payment, and the date the check cleared. Goldman Sachs must provide OFCCP with copies of all canceled checks and direct deposits upon request. OFCCP agrees that any such documents will be kept confidential to the extent covered by 5 U.S.C. §552(b).

#### **PART V. ENHANCED COMPLIANCE AGREEMENT**

1. **FAAPs:** Goldman Sachs has committed to develop FAAPs beginning January 1, 2020, consistent with the Information Collection Request pertaining to the FAAP Program approved by the Office of Management and Budget on June 19, 2019 (OMB Control No. 1250-0006, ICR Reference No.: 201809-1250-004), which would revise Goldman Sachs's current affirmative action programs to be based on business function rather than establishments. Goldman Sachs will submit its application to adopt a FAAP program on or before October 31, 2019. OFCCP supports Goldman Sachs's application and will expedite the review of Goldman Sachs's application and the execution of the FAAP agreement.
2. **Compensation Analysis:** Goldman Sachs will contract with an outside professional consultant to analyze in good faith PATC as described in this Part V.2.

- A. Employee groups within the U.S. whose PATC shall be studied as compared to whites or men, as appropriate:
- (1) 2019 PATC, 2021 PATC and 2023 PATC shall be studied for:
    - (i) Asian Managing Directors in (b) (7)(E) ;
    - (ii) Asian Managing Directors in (b) (7)(E) ;
    - (iii) Female Managing Directors in (b) (7)(E) and
    - (iv) Hispanic Non-Exempt Employees and Black Managing Directors in (b) (7)(E) .
  - (2) 2020 PATC and 2022 PATC shall be studied for:
    - (i) Female Managing Directors in (b) (7)(E) ;
    - (ii) Black Analysts in (b) (7)(E) ;
    - (iii) Asian Non-Exempt Employees and female Managing Directors in (b) (7)(E) ;
    - (iv) Female Managing Directors in (b) (7)(E) ;
    - (v) Female Managing Directors in (b) (7)(E) ; and
    - (vi) Hispanic Vice Presidents and Hispanic Managing Directors in (b) (7)(E) .
- B. The analyses described in this Part V.2. will be multiple regression studies of the similarly situated employee groups listed above, Part V.2.A. The regression studies will be based on neutral factors relevant to PATC as reasonably determined in good faith by Goldman Sachs and the outside professional consultant.
- C. If the statistical analyses described in this Part V.2. reveal patterns of statistically significant results that are adverse to protected groups specified in the Alleged EO Violations described in Part IV above, Goldman Sachs will investigate those identified disparities further to determine whether there are non-discriminatory factors not included in the statistical model that in Goldman Sachs's reasonable good faith determination otherwise explain the adverse results. Goldman Sachs will document the results of all such investigations and analyses.
- D. If on completion of the further investigation described in Part V.2.C. above Goldman Sachs is unable to otherwise explain with non-discriminatory factors the adverse results revealed by the statistical analyses described in this Part V, Goldman Sachs will take reasonable remedial steps, including but not limited to

adjustments to compensation in future PATC cycles, coaching, mentoring, or alternative job assignments.

3. Diversity and Inclusion Initiatives

- A. During the Term, Goldman Sachs will strive in good faith to increase corporate-wide the pipeline of female, Asian, black, and Hispanic employees, veterans and individuals with disabilities into roles that have historically been a platform to more senior roles with more revenue-generating potential or leadership opportunities, by offering various initiatives and programs. Such initiatives include the following:
- (1) The Black Analyst/Associate Initiative (BAI). Through BAI, Goldman Sachs seeks to grow and retain the pipeline of black professionals in the Americas by investing in participants' professional development, enhancing early connectivity to managers, and providing access to a senior leader in their division who will serve as a coach.
  - (2) The Asian Talent Initiative (ATI). Through ATI, Goldman Sachs focuses on sponsorship and advocacy with the goal of developing the next generation of Asian leaders and enhancing their progression and retention at the firm.
  - (3) Managing Director Retention Initiative. This initiative seeks to retain and engage diverse managing directors by focusing on their long-term success.
- B. During the Term, Goldman Sachs will deliver manager effectiveness training on, among other items, how to manage a diverse team and ensure/maintain an inclusive work environment, which will be conducive to developing the talents of female, Asian, black, and Hispanic employees, veterans and individuals with disabilities.
- C. During the Term, Goldman Sachs will sponsor programs on an annual basis targeted to the financial services industry intended to generate and publicize innovative programs concerning attracting and developing the talents of female, Asian, black, and Hispanic employees, veterans and individuals with disabilities. Such programs include the following:
- (1) Council of Urban Professionals (CUP). Goldman Sachs hosts and actively participates in CUP events and programs, attended by professionals in various companies, to promote a more inclusive work environment within the firm, the financial services industry, and community in general.
  - (2) Goldman Sachs's Chief Diversity Officer and leaders focus on meeting with and speaking to firm clients and other industry leaders one-on-one, in small groups, or at conferences to promote and share about Goldman Sachs's initiatives and efforts to attract and develop diverse professionals.

- D. During the Term, Goldman Sachs will strive to increase the enrollment in apprenticeship and internship programs of female, Asian, black, and Hispanic employees, veterans and individuals with disabilities. Such programs include the following:
- (1) Returnship Program. Goldman Sachs offers an internship supplemented with mentoring and training, to recruit women and other professionals who have taken a voluntary break from the workforce for periods of two or more years and are potentially seeking to re-enter the industry.
  - (2) Veterans Integration Program. Goldman Sachs provides transitioning service men and women exiting the military an opportunity for professional skills training and education in the financial services industry.
  - (3) Ron Brown Scholar Program. By partnering with the Ron Brown Scholar Program, Goldman Sachs awards talented African-American high school seniors in the U.S. with two-year scholarships during their freshman and sophomore years of college and with the opportunity to intern with the firm.
  - (4) Neurodiversity Hiring Initiative. This internship will provide neurodiverse participants with on-the-desk experience, mentoring opportunities, technical skill-building and professional development training.
- E. The specific programs listed in this Part V. 3.A. through 3.D are examples of the types of programs Goldman Sachs currently offers which meet the programmatic goals stated above. This agreement does not restrict Goldman Sachs from changing or eliminating any particular program and/or innovating and developing new programs which, in its good faith judgment, reasonably meet the programmatic objectives of this agreement.
- F. During the Term, Goldman Sachs will distribute on an annual basis, by email or other electronic means, to all employees its internal harassment and discrimination policy and complaint procedure, including the name(s), position(s), and contact information of those to whom a complaint may be made. Goldman Sachs will produce to OFCCP documentation of its actions on an annual basis.

**PART VI. REPORTS AND RECORD RETENTION**

1. Executive Order Functional Affirmative Action Plans (FAAPs): During the Term and with its annual reports described in Part VI.2. below, Goldman Sachs will provide OFCCP with the components of its FAAPs described in 41 C.F.R. §§ 60-2.11—60-2.16 as follows:

A. FAAPs as of January 1, 2020, January 1, 2022 and January 1, 2024 shall be provided for:

- (1) (b) (7)(E)
- (2)
- (3)
- (4)

B. FAAPs as of January 1, 2021 and January 1, 2023 shall be provided for:

- (1) (b) (7)(E)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)

2. Annual Reports: Goldman Sachs will provide annual reports to OFCCP beginning on July 1, 2020 to cover the initial period beginning from the Effective Date of this Agreement. Each subsequent report will cover the successive one-year period, except as otherwise specifically required by this Agreement, and will be submitted on July 1<sup>st</sup> of that year until the five-year term of this Agreement is completed. Such annual progress reports will include the following information:

A. An affirmation that Goldman Sachs has satisfied the requirements described in Part V. of this Agreement.

- B. In the event that the statistical analyses and investigation described in Part V.2. reveal unexplained patterns of statistically significant disparities in PATC that are adverse to an identified protected group:
- (1) the results of the statistical analyses for such group(s);
  - (2) a summary of the investigation conducted as required by Part V; and
  - (3) a description of remedial steps taken following those investigations.
- C. A report and documentation of Goldman Sachs's efforts regarding the programs specifically listed in Part V.3.A. above. The report will consist of program participation rates, including the number of targeted diverse professionals and the number of senior leaders and mentors who participated, as applicable.
- D. A report and documentation of Goldman Sachs's efforts, pursuant to Part V.3.B. above, to deliver manager effectiveness training on, among other items, how to manage a diverse team and to create an inclusive work environment.
- E. A report and documentation of Goldman Sachs's efforts regarding the programs, events, and meetings specifically listed in Part V.3.C. above. The report will consist of information about and the number of programs, events, and meetings that Goldman Sachs sponsored, participated in, and/or held.
- F. A report and documentation of Goldman Sachs's efforts regarding the programs specifically listed in Part V.3.D. above. The report will consist of information about the number of internships and apprenticeships and the number of diverse participants in these programs.
- G. An affirmation that, pursuant to Part V.3.E. above, Goldman Sachs distributed by email or other electronic means notification to all employees its internal harassment and discrimination policy and complaint procedure, including the name(s), position(s), and contact information of those to whom a complaint may be made.
- H. Goldman Sachs must submit the documents and reports described in this Part VI to:
- Northeast Regional Director  
U.S. Department of Labor, OFCCP  
201 Varick Street, Rm 750  
New York, NY 10014
- I. Record Retention: Goldman Sachs will retain the reports submitted or created in compliance with this Agreement and the underlying records used to create such reports. 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. Goldman Sachs will retain the records referred to in this Part VI for the Term or for the period required by regulation, whichever is later.

**PART VII. SIGNATURES**

The persons signing this Agreement on behalf of Goldman Sachs and OFCCP each personally warrants that she or he is authorized to do so, that Goldman Sachs and OFCCP have entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Goldman Sachs and OFCCP.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Goldman Sachs & Co. LLC, 200 West St., New York, NY 10282.

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

Karen P. Seymour  
Executive Vice President, Secretary  
and General Counsel  
Goldman Sachs & Co. LLC

Date: 9/27/19

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

(b) (7)(C), (b) (7)(E)  
Compliance Officer  
New York District Office  
OFCCP - Northeast Region

Date: 09/27/2019

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

Manuel Garcia  
Assistant District Director  
New York District Office  
OFCCP - Northeast Region

Date: 09/27/2019

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

Konrad/Batog  
District Director  
New York District Office  
OFCCP - Northeast Region

Date: 9/27/2019

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

Diana Sen  
Regional Director  
OFCCP - Northeast Region

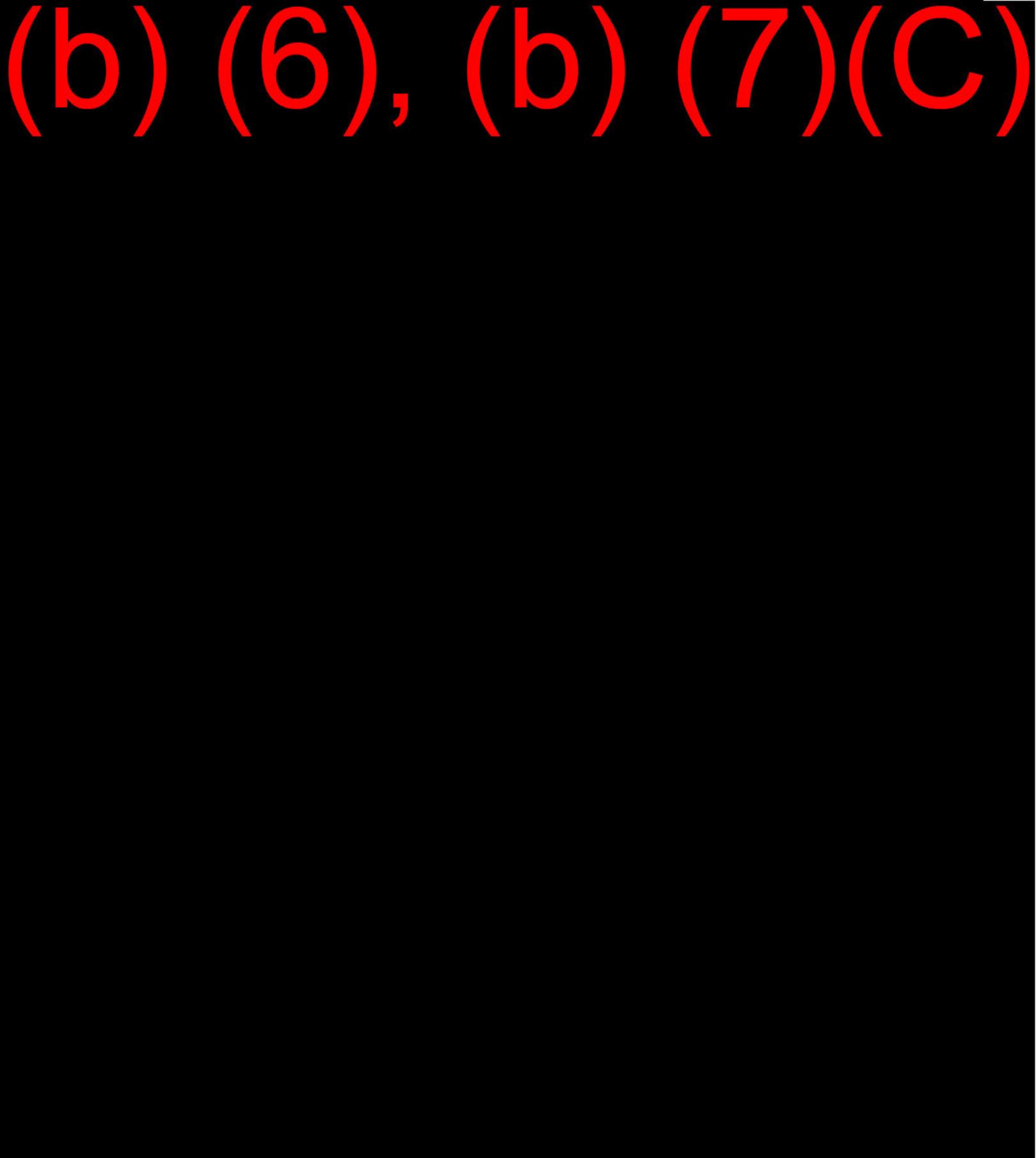
Date: 9/27/19

**ATTACHMENT A**  
**List of Facilities and Locations**

1. 200 West St., New York, NY 10282 (“200 West St.”);
2. 295 E. Chipeta Way, Salt Lake City, UT 84108-1285 (“295 E. Chipeta”);
3. 30 Hudson St., Jersey City, NJ 07302; and
4. 71 South Wacker, Suite 500, Chicago, IL 60606; and
5. 6011 Connection Drive, Irving, TX 75039.

**ATTACHMENT B**  
**List of Affected Individuals**

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



**ATTACHMENT C**  
**Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
Goldman Sachs delivers documents attached as Attachment D and payments to Affected Employees. (First Mailing)	2/10/2020
Goldman Sachs notifies OFCCP of undeliverable mailings.	3/10/2020
OFCCP provides Goldman Sachs updated or alternate addresses, if any for individuals with undeliverable mailings.	3/31/2020
Goldman Sachs mails documents attached as Attachment D and checks to Affected Employees for whom Goldman Sachs obtained updated contact information. (Second Mailing)	4/30/2020
Second distribution of remaining funds to Class Members who cashed their first check and/or received a direct deposit payment.	10/9/2020

**ATTACHMENT D**  
**Notice to Affected Employees**  
[Goldman Sachs Letterhead]

[Date]

[Affected Employee Name]  
[Street]  
[City, State, Zip]

Dear [Affected Employee Name]:

Goldman Sachs & Co. LLC (“Goldman Sachs”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to resolve alleged violations of Executive Order 11246 (“E.O. 11246”). The alleged violations result from a compliance review of Goldman Sachs’s 200 West St., New York, NY 10282 facility for the period from January 1, 2011 through December 31, 2012. OFCCP alleges that during that time period Goldman Sachs violated E.O. 11246 by discriminating against certain groups with regards to their pay at the 200 West St. establishment.

Goldman Sachs denies any violation of E.O. 11246 (or any other laws). Moreover, there has not been any adjudicated finding that Goldman Sachs violated any laws. Rather OFCCP and Goldman Sachs entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who will receive compensation under the agreed settlement. Under the Agreement, therefore, you are eligible to receive a payment of \$\_\_\_\_\_, which will be comprised of \$\_\_\_\_\_ in back-pay (less deductions required by law, including for the state in which you worked between 1/1/2011 and 12/31/2012), and \$\_\_\_\_\_ in interest.

[FOR FORMER EMPLOYEES: As a former employee, you will be sent these payments by check by February 10, 2020, which must be cashed within 180 days of that date.] [FOR CURRENT EMPLOYEES: As a current employee, you will receive these payments by direct deposit by February 10, 2020. To return a direct deposit payment, you must advise Goldman Sachs Employee Relations Group at 212-357-7600 within 180 days of receipt.] Under the terms of the Agreement, if there are additional uncashed funds you may receive another payment this year in the early fall.

If you have any questions you may access OFCCP website at [www.dol.gov/ofccp/](http://www.dol.gov/ofccp/), or call Goldman Sachs Employee Relations Group at 212-357-7600 or OFCCP New York District Office Liaison (b) (6), (b) (7)(C) at 212-264-7742. Your call will be returned as soon as possible.

Sincerely,

[Goldman Sachs Contact Person]

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Enclosure: Check