

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
NextEra Energy, Inc.
700 Universe Boulevard
Juno Beach, Florida 33408

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and NextEra Energy, Inc. (hereinafter NextEra).
2. The violation identified in this Agreement was found during a compliance evaluation of NextEra at its establishment located at 9250 W. Flagler Street, Miami, Florida which began on September 10, 2009, and it was specified in a Notice of Violation issued March 20, 2012. OFCCP alleges that NextEra has violated Executive Order 11246, as amended, and its implementing regulations at 41 CFR Chapter 60, due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by NextEra of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of NextEra's affirmative action program (AAP). Subject to the performance by NextEra of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of NextEra with all OFCCP programs will be deemed resolved. However, NextEra is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. NextEra agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to NextEra's compliance. NextEra shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve NextEra from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. NextEra agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

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8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that NextEra has violated any portion of this Agreement during the term of this Agreement, NextEra will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide NextEra with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that NextEra has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject NextEra to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

VIOLATION: Compensation data provided by NextEra for employees as of January 1, 2009, revealed that NextEra provided lower compensation to (b) (7) (c) a Black employee than to a similarly situated non-Black employee in the (b) (7) (c) job title. No factor, including time with NextEra, time in current job title, total job-related experience at NextEra, or performance explained the disparity in compensation. Accordingly, OFCCP finds that NextEra failed to afford one Black (b) (7) (c) employee equal employment opportunity in compensation, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although NextEra affirms that this disparity in pay was unintentional and based on application of a neutral compensation policy, NextEra will disburse to (b) (7) (c) \$14,629.80 in back pay, \$1,501.53 in interest, and \$980.33 in additional pension contributions for a total of \$17,111.66. NextEra will pay the back pay and interest in a lump sum, less appropriate legal deductions.

NextEra will complete the process of monetary distribution within 90 days, but no sooner than 45 days, from the date this Agreement is signed by the District Director, OFCCP.

NextEra will not retaliate, harass, or engage in any form of reprisal or other adverse action against (b) (7) (c) based on or in relation to the terms or provisions of this Remedy.

NextEra will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, NextEra will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

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Within 300 days of the District Director's signature on this Agreement, NextEra will provide training on its compensation policies and programs, as part of its annual training on compensation, for all persons involved in determining compensation amounts paid to NextEra's employees. NextEra will update this training annually as per its annual process. NextEra will deliver additional training, as necessary, to the relevant Information Management business unit leaders on a) OFCCP's general compliance process and b) NextEra's compensation policies, practices and programs.

FUTURE CONDUCT: NextEra will not repeat the above violation.

PART III: Reporting

NextEra shall submit **two reports**, as stated below, to Assistant District Director—Miami, United States Department of Labor, Office of Federal Contract Compliance Programs, 909 SE First Avenue, Suite 722, Miami, Florida 33131.

The **first report** shall be due 120 days after the date on which the District Director, OFCCP signs this agreement. The first report shall consist of the following:

1. Copies of personnel forms or other support documentation confirming salary adjustments made to (b) (7) (c);
2. Evidence of back pay and interest disbursed to (b) (7) (c) as well as the contributions made to his pension account, including copies of the cancelled checks and pay slips showing the gross amount and deductions required by law; and
3. Results of NextEra's review of its compensation system, to include findings, additional equity adjustments and back pay, if any.

The **second report** shall be due on May 1, 2013. The second report shall consist of the following:

1. Documentation of annual training that NextEra provided on its compensation policies and programs for all persons involved in determining compensation amounts paid to NextEra's employees, including copies of presentations, handouts, or any other applicable evidence of training;
2. Documentation of training that NextEra provided to relevant Information Management business unit leaders on its compensation policies and programs including copies of presentations, handouts, or any other applicable evidence of training; and
3. Documentation of any training costs for the above two items in excess of NextEra's customary training expenditures, including the cost of work hours spent in training by the participants as well as the trainers.

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TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the second and final report required in Part III above or on the date that the District Director gives notice to NextEra that NextEra has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies NextEra in writing prior to the end of the 90-day period that NextEra has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between NextEra and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither NextEra nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of NextEra Energy, Inc. personally warrants that she is fully authorized to do so, that NextEra Energy, Inc. 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 NextEra Energy, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and NextEra Energy, Inc.

Date: 6/25/2012

(b) (7) (c)

Senior Maria Fogarty
Vice President, Internal Auditing & Compliance
NextEra Energy, Inc.
9250 W. Flagler Street
Miami, Florida 33174

Date: 06/29/2012

(b) (7) (c)

Compliance Officer—Miami
Office of Federal Contract Compliance
Programs

Date: 07-02-2012

(b) (7) (c)

Alvin Q. Mitchell
Assistant District Director—Miami
Office of Federal Contract Compliance
Programs

Date: 07/03/12

(b) (7) (c)

Miguel A. Rivera, Jr.
District Director—Orlando
Office of Federal Contract Compliance
Programs