

Conciliation Agreement
Between the
U.S. Department Of Labor Office of Federal Contract Compliance Programs
And
Wells Fargo Home Mortgage
666 Walnut Street
Des Moines, Iowa 50309

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Wells Fargo Home Mortgage (Wells Fargo), 666 Walnut Street, Des Moines, Iowa 50309.
2. The violations identified in this Agreement were found during a complaint investigation of Wells Fargo which began on February 18, 2014 and were specified in a Notification of Results of Investigation that was issued on September 8, 2014. OFCCP alleges that Wells Fargo has violated Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Wells Fargo of any violation of Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Wells Fargo's Affirmative Action Program (AAP). Subject to the performance by Wells Fargo of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Wells Fargo with all OFCCP programs will be deemed resolved. However, Wells Fargo 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. Wells Fargo 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 Wells Fargo's compliance. Wells Fargo shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Wells Fargo from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Wells Fargo 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/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Acting District Director for OFCCP, unless the Director for OFCCP indicates otherwise within 45 calendar days of the Acting District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Wells Fargo has violated any portion of this Agreement during the term of this Agreement, Wells Fargo 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 Wells Fargo with 15 calendar 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 Wells Fargo has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Wells Fargo to sanctions set forth in 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION**: The OFCCP believes that Wells Fargo failed to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability as required by, 41 CFR § 60-300.21(f) and 41 CFR § 60-741.21(f).

REMEDY: Wells Fargo agrees to the following provisions:

- A. Wells Fargo agrees to conduct a thorough review of their accommodations policy/procedures and consider possible revisions to provide more detailed guidance to managers and accommodations management team members concerning the initial phases of a request for accommodation;
- Documentation showing that training was provided to the HR professionals impacted by any revisions to Wells Fargo's Medical Work Accommodations Policy. Such

documentation shall include the date of the training(s), a description of the training and identity of the individuals who conducted the training, and a description of the organizations who received the training;

- B. Wells Fargo agrees to provide Complainant with Company paid career transition services for a duration of 3 months; and,
- C. Wells Fargo agrees to distribute \$14,000.00 in back pay, less legal deductions required by law from back pay (such as federal, state and/or local taxes and the Complainants share of FICA taxes). Wells Fargo will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail the Complainant an IRS W-2 Form representing payment. This IRS form will be mailed at the end of the year. Wells Fargo will disburse the monetary settlement within 15 calendar days after this Agreement is executed.

PART III: Reporting

- 1. Wells Fargo agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
- 2. Wells Fargo agrees to furnish the OFCCP Omaha District Office, 222 South 15th Street, Suite 504B Omaha, Nebraska 68102, with the following reports:

The first report is due January 30, 2015.

The second report will be due June 30, 2015.

The third and final report will be due on December 30, 2015.

- A. The first report shall contain the following:
 - Pay records showing the Complainant was paid \$14,000.00 in back pay less legal deductions required by law from back pay (such as federal, state and/or local taxes).
- B. The second report shall contain the following:
 - Documentation showing any revisions made to Wells Fargo’s Medical Work Accommodations Policy to provide more detailed guidance concerning the initial phases of a request for accommodation.
- C. The third and final report shall contain the following:

- Documentation showing that training was provided to the HR professionals impacted by any revisions to Wells Fargo's Medical Work Accommodations Policy. Such documentation shall include the date of the training(s), a description of the training and identity of the individuals who conducted the training, and a description of the organizations who received the training.
 - Documentation showing that the Complainant was provided with Company paid career transition services for a duration of 3 months and the results achieved, if any.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Wells Fargo's final progress report.

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

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Wells Fargo and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Wells Fargo nor the 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.

[Remainder of Page intentionally left blank]

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of Wells Fargo Home Mortgage personally warrants he/she is fully authorized to do so, that Wells Fargo Home Mortgage 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 Home Mortgage. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Wells Fargo Home Mortgage, 666 Walnut Street, Des Moines, Iowa 50309.

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CARMEN BELL
Head Wells Fargo Home Lending
Performing Servicing
Wells Fargo & Company
Des Moines, Iowa

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Compliance Officer
Omaha District Office
Midwest Region

DATE: 1/13/2015

DATE: 1/16/2015

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CLARENCE H. WOOD, JR.
Assistant District Director
Omaha District Office
Midwest Region

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MAXINE L. MANUS
Acting District Director
Omaha District Office
Midwest Region

DATE: 01-16-15

DATE: 1/16/15