

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Deere & Company

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Deere & Company (“Deere”) establishments located in Ankeny, Iowa beginning on June 2, 2021; Waterloo, Iowa beginning on August 26, 2021; and Milan, Illinois beginning on January 21, 2022. The compliance evaluation numbers, establishment names and addresses are OFCCP No. R00304445, Deere & Company Des Moines facility (“Des Moines Works”), 825 SW Irvinedale Drive, Ankeny, IA 50023; OFCCP No. R00304465, Deere & Company Waterloo facility (“Waterloo Works”) 400 Westfield Avenue, Waterloo, IA 50704; and OFCCP No. R00304763, Deere & Company Milan facility (“Parts Distribution Center - Milan”), 1601 East 1st Avenue, Milan, IL 61264 (hereinafter “Reviewed Establishments”). OFCCP alleges that Deere failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), and their respective implementing regulations at Title 41 Code of Federal Regulations (“C.F.R.”) Parts 60-1 through 60-3.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Deere enter into this Conciliation Agreement (“Agreement”) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Deere’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Deere violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Deere’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Deere will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Deere of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended

("VEVRAA"), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Deere and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Deere agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director ("Effective Date").
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Deere submits its final progress report required in Section VIII, below, unless OFCCP notifies Deere in writing before the expiration date that Deere has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Deere has met all of its obligations under the Agreement.
11. If Deere violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Deere a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Deere shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Deere 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.

- iv. In the event of a breach of this Agreement by Deere, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Deere 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 violating this Agreement.
- 12. This Agreement does not constitute an admission by Deere of any violation of or noncompliance with EO 11246, Section 503, or VEVRAA and their implementing regulations at 41 C.F.R. Chapter 60, nor has there been any adjudication that Deere violated such laws.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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 any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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.

III. Discrimination Violation(s)

1. Race Discrimination in Hiring - Des Moines Works (R00304445)

OFCCP alleges that Deere is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black applicants for Assembler positions during the period of June 2, 2019 through May 31, 2021, resulting in a shortfall of 10 Black hires.

2. Race Discrimination in Hiring - Waterloo Works (R00304465)

OFCCP alleges that Deere is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black

applicants for Semi-Skilled Production positions during the period of June 1, 2020 to May 31, 2021, resulting in a shortfall of 32 Black hires.

3. Race Discrimination in Hiring - Parts Distribution Center - Milan (R00304763)

OFCCP alleges that Deere is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Hispanic and Black applicants for Material Handler and Warehouse positions during the period of June 1, 2020 to December 31, 2021, resulting in a shortfall of 4 Hispanic hires and 7 Black hires.

IV. Financial Remedy

1. **Settlement Fund**

- a. **Settlement Fund Account.** Within five (5) days after the Effective Date, Deere will deposit a total of \$1,105,000 in an FDIC-insured interest-bearing account maintained by Deere at the prevailing interest rate. By the deadline set forth in the Timeline, Deere will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Deere will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Deere's share of taxes on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA), or other federal, state and/or local taxes, is not part of the Settlement Fund. Deere will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$1,009,196.50 in back pay and \$95,803.50 interest to resolve specific violations set forth above as follows.

Violation 1: Des Moines Works: \$242,024.50 in back pay and \$22,975.50 in interest.

Violation 2: Waterloo Works: \$616,477.50 in back pay and \$58,522.50 in interest.

Violation 3: Parts Distribution Center - Milan: \$150,694.50 in back pay and \$14,305.50 in interest.

2. **Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on the interest-bearing account, will be distributed among the eligible applicants as explained in this Section. Individual shares

will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.

- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified by OFCCP (hereinafter, "Eligible Applicant(s)"). These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Deere.
- c. **Payments to Eligible Applicants.** OFCCP will provide Deere a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Deere will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Eligible Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Deere will work together to provide a replacement check before any funds are redistributed to other class members. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Deere will make a second distribution to all Eligible Applicants who cashed their first check.
- d. **Tax Payments, Forms and Reporting.** Deere will pay Deere's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Deere 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, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution,

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See* 26 C.F.R. 31.3402(f)(2)-1(a).

remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. **OFCCP and Deere Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice to the Affected Applicants and through multiple channels if appropriate and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Deere and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Deere agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Deere will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Information Verification and Employment Interest Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, instructions regarding how to apply for employment, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Deere, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Deere with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** Deere will provide initial notice by regular first-class mail. Deere will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the

² The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Deere will re-mail the Notice Documents within fifteen (15) 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 round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Deere shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, or paid newspapers and distribution of information of websites. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Deere will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants.** Deere and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice and submit the Information Verification Form and Release of Claims by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. 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. Deere will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Deere will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Deere will provide a similar documentation on the second distribution.
- l. **Deere's Expenses.** Deere will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Des Moines Works facility for Assembler positions; Waterloo Works facility for Semi-Skilled Production positions; and Parts Distribution Center - Milan for the Material Handler and Warehouse positions (hereinafter "Relevant Positions"), Deere shall make bona fide job offers with seniority benefits to include immediate health benefits and two years of credit for vesting purposes of the employer matching contributions to the John Deere Tax Deferred Savings Plan for Wage Employees, to Eligible Applicants who have expressed interest in employment and are not currently employed in the jobs at issue by Deere, until ten (10) Black Eligible Applicants are hired at Des Moines Works facility; thirty-two (32) Black Eligible Applicants are hired at the Waterloo Works facility; and four (4) Hispanic and seven (7) Black Eligible Applicants are hired at the Parts Distribution Center - Milan facility into Relevant Positions or the list of Eligible Applicants is exhausted, whichever comes first. Until that time, these Eligible Applicants will have priority over all other candidates for hire into the Relevant Positions. As vacancies occur in the Relevant Positions, Deere shall contact the Eligible Applicants with a written job offer and make at least two attempts to reach Eligible Applicants by phone in the order in which they submitted their Information Verification and Employment Interest Form and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

Eligible Applicants shall be scheduled for a drug test, background check, and medical screening within fourteen (14) days after the conditional job offer is provided. For successful Eligible Applicants a report-to-work date shall be scheduled no later than ten (10) days later. The Eligible Applicant must report to work on the day designated or provide Deere notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Deere may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until the Relevant Positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

Deere agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on the collective bargaining agreement wage for the designated job classification into which the Eligible Applicant is hired, and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Deere will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. Compliance: Deere will ensure that all applicants are afforded equal employment opportunities.
2. Eliminate Discriminatory Selection Procedures: Deere shall comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. § 60-3. Deere will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular sex, race, or ethnic group unless Deere properly validates the procedure pursuant to these regulations.
3. Recordkeeping and Retention: Deere shall implement procedures to ensure that applicants are tracked and selection decisions are documented at each step in the hiring process. Deere will review their procedures to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12 (a) and 60-3.15 and will revise their procedures as necessary.
4. Training: Within sixty (60) days of the Effective Date of this Agreement, Deere shall provide initial training and implement a system of ongoing training for managers and all individuals involved in recruiting, selecting, or tracking of applicants. The training shall focus on equal employment opportunity in hiring. The training will include (but is not limited to) instructions in: the implementation of Deere's recruitment process, applicant tracking, and selection procedures; neutral application of the qualifications and criteria that are used at each step in the hiring process; procedures followed to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3.15. Deere shall maintain a list of each manager and employee who attended the training.
5. Adverse Impact Analyses and Associated Remedies:
 - a. Adverse Impact Analyses – Deere will conduct adverse impact analyses for applicants to the Des Moines Works facility for Assembler positions; Waterloo Works facility for Semi-Skilled Production positions; and PDC - Milan for the Material Handler and Warehouse positions on a semi-annual and annual basis for the duration of this Agreement and consistent with the requirements of 41 C.F.R. §§ 60-3.4 and 3.15. In conducting these analyses of future selection results, Deere will not include hires made pursuant to this Agreement.
 - b. Investigating Causes for Disparities – Where Deere identifies a statistically significant disparity in the overall selection process based on race, it will investigate

the potential cause(s) of the disparities. This will include analyzing each phase of the selection process and each applicable employment screen or test for adverse impact.

- c. Remedies – Where adverse impact is identified in a 12-month monitoring period, and Deere is unable to demonstrate that the cause of the impact is job-related and consistent with business necessity, Deere will modify its policies or procedures accordingly to address the cause of the disparate impact. Deere shall also discuss with OFCCP and implement appropriate job opportunities and remedial relief for affected individuals.

VII. Technical Violations and Remedies

1. **Violation:** During the review periods, OFCCP found that Deere failed to preserve personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, in violation of 41 C.F.R. § 60-1.12. Specifically, Deere failed to preserve all personnel and employment records created during the selection process for Assemblers at the Des Moines Works facility, including interview notes and test results.

Remedy: Deere shall preserve all personnel and employment records for a period of not less than two years from the date of the making of the records or the personnel action involved, whichever occurs later, in accordance with 41 C.F.R. § 60-1.12.

2. **Violation:** During the review periods, OFCCP found that Deere failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 C.F.R. § 60-2.17(b). Specifically, OFCCP alleges that Deere had hiring activity that showed statistically significant adverse impact against Black and Hispanic applicants during the review periods, and Deere failed to conduct in-depth analyses of the cause of the adverse impact.

Remedy: Deere shall perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b).

3. **Violation:** During the review periods, OFCCP found that Deere failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its E.O. 11246 Affirmative Action Programs (“AAP”), as required by 41 C.F.R. § 60.2.17(d). Specifically, OFCCP found that Deere did not monitor its hiring processes, nor did it internally report on or review results with all levels of management.

Remedy: Deere will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its AAP as required by 41 C.F.R. § 60- 2.17(d). Deere shall evaluate the individual components of the selection process after determining the total selection process for a job has adverse impact. Deere shall make this evaluation in accordance with the requirements of 41 C.F.R. § 60-3.4C.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Deere agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. 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. Deere will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

a. **Schedule and Instructions.** Deere agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- i. Within the prescribed timeframes listed in Attachment B, Deere must submit all documents and information referenced in Parts IV – VII of this Agreement.
- ii. **Progress Report 1:** Will be due 13 months after the Effective Date of the Agreement and will cover the timeframe from the Effective Date of this agreement through 12 months after the Effective Date.
- iii. **Progress Report 2:** Will be due 12 months after the first report covering the period of the 13th month through the 24th month following the Effective Date.

Deere will submit reports to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Deere and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Deere provides in accordance with this agreement are customarily kept private or closely-held, and Deere believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, Deere will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent required by law.

b. **Reports on Job Offers.** In each Progress Report, Deere will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the Reviewed Establishments are filled or the list of Eligible Applicants expressing interest in the Relevant Positions is exhausted. This includes:

- i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
- ii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Deere determined they did not successfully complete the application process. This

includes individuals who did not receive job offers because all available positions were filled.

- iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
 - v. Documentation of the start dates for Eligible Applicants who were hired.
 - vi. If Deere has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Deere fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. **Reports on Modifications to Personnel Practices.** In each Progress Report, Deere will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement in Parts VI and VII. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. Documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, tracking applicants, or placing new hires for the Relevant Positions at the Deere Reviewed Establishments have been trained on the hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training, as stated in Part VI of this Agreement.
 - ii. Within the prescribed timeframes listed in Attachment B, Deere must submit all documents and information referenced in Parts VIII of this Agreement.
- d. **Reports on Hiring Activity and Analysis.** In each Progress Report, Deere will report all hiring activity in the Relevant Positions for each of the Deere Reviewed Establishments. This includes:
- i. The total number of applicants and hires into the Relevant Positions, and the breakdown by race and ethnic group of all applicants and hires for Relevant Positions during the reporting period, including all temporary, part-time, full-time, and seasonal workers;

- ii. For the Relevant Positions, the results of Deere's analysis as to whether its total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, against any race or ethnic group as set forth in 41 C.F.R. § 60-3.4B; (For purposes of the adverse impact analysis, Deere must not include hires made pursuant to this Agreement in that analysis);
 - iii. For each case in which the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Deere's evaluation of the individual components of the selection process for adverse impact;
 - iv. The actions taken by Deere upon determining that any component of the selection process has an adverse impact on members of protected group set forth in item iii above; and
 - v. The in-depth analyses performed by Deere pursuant to items ii and iii above.
- e. **Reports Pursuant to Technical Violation and Remedy.** Contractor will report on the following in each Progress Report:
- i. Technical Violation No.1: Documents sufficient to show that during the reporting period Deere has preserved personnel and employment records created during the selection process for Assemblers at the Des Moines Works facility, including interview notes and test results, in accordance with 41 C.F.R. § 60-1.12.
 - ii. Technical Violation No. 2: Documents sufficient to show that Deere has performed in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b).
 - iii. Technical Violation No. 3: Documents sufficient to show that Deere has developed and implemented an internal audit and reporting system that periodically measures the effectiveness of its AAP as required by 41 C.F.R. § 60- 2.17(d). Deere shall evaluate the individual components of the selection process after determining the total selection process for a job has adverse impact. Deere shall make this evaluation in accordance with the requirements of 41 C.F.R. § 60-3.4C.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Deere's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Deere in writing within sixty (60) days of the date of the final progress report that Deere has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Deere within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Deere & Company.

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

FELECIA PRYOR
Chief People Officer
Deere & Company

DATE: 5/17/2024

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

CARMEN NAVARRO
Regional Director
OFCCP, Midwest Region

DATE: 6/5/24

Attachments:

- A. List of Affected Applicants
 - A1 – Ankeny, Iowa - Des Moines Works
 - A2 – Waterloo, Iowa - Waterloo Works
 - A3 – Milan, Illinois – Parts Distribution Center - Milan

- B. Timeline

- C. Notice Documents
 - C1 – Ankeny, Iowa - Des Moines Works
 - C2 – Waterloo, Iowa - Waterloo Works
 - C3 – Milan, Illinois – Parts Distribution Center - Milan

**A1 – List of Affected Applicants
Ankeny, Iowa - Des Moines Works**

CM #	Applicant Id Number	Last Name	First Name
1	(b) (6), (b) (7)(C)		
2			
3			
4			
5			
6			
7			
8			
9			
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11			
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33			

CM #	Applicant Id Number	Last Name	First Name
34	(b) (6), (b) (7)(C)		
35			
36			

**A2 – List of Affected Applicants
Waterloo, Iowa - Waterloo Works**

CM #	Applicant Id Number	Last Name	First Name
1	(b) (6), (b) (7)(C)		
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8			
9			
10			
11			
12			
13			
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CM #	Applicant Id Number	Last Name	First Name
37	(b) (6), (b) (7)(C)		
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75			

CM #	Applicant Id Number	Last Name	First Name
76	(b) (6), (b) (7)(C)		
77			
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79			
80			
81			
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83			
84			
85			
86			
87			
88			
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112			
113			

CM #	Applicant Id Number	Last Name	First Name
114	(b) (6), (b) (7)(C)		
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122			
123			
124			
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CM #	Applicant Id Number	Last Name	First Name
153	(b) (6), (b) (7)(C)		
154			
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161			
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CM #	Applicant Id Number	Last Name	First Name
192	(b) (6), (b) (7)(C)		
193			
194			
195			
196			

**Attachment A3 – List of Affected Applicants
Parts Distribution Center – Milan**

CM #	Applicant ID Number	Last Name	First Name	Race
1	(b) (6), (b) (7)(C)			Black
2				Black
3				Black
4				Black
5				Black
6				Black
7				Black
8				Black
9				Black
10				Black
11				Black
12				Black
13				Black
14				Black
15				Black
16				Black
17				Black
18				Black
19				Black
20				Black
21				Black
22				Black
23				Black
24				Black
25				Black
26				Black
27				Black
28				Black
29				Black
30				Black
31				Black
32				Black
33				Black

CM #	Applicant ID Number	Last Name	First Name	Race
34	(b) (6), (b) (7)(C)			Hispanic
35				Hispanic
36				Hispanic
37				Hispanic
38				Hispanic
39				Hispanic
40				Hispanic
41				Hispanic
42				Hispanic
43				Hispanic
44				Hispanic
45				Hispanic

Attachment B – Timeline

CA Signed by OFCCP Regional Director: Effective Date			
6/5/2024			Effective Date (ED)
Establishment of Account for Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
6/10/2024	5	5	Contractor opens account for settlement fund.
6/15/2024	5	10	Within 5 days of establishing the account, contractor notifies OFCCP that account is open.
Establishing Eligible Applicant List (Final List)			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
7/5/2024	30	30	Contractor provides initial notice by regular first class mail to Affected Applicants.
TBD	15		If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 15 days of receipt of the forwarding address.
biweekly			Contractor provides OFCCP a bi-weekly updated list ("list") indicating the status of each Affected Applicant's mailing, including which Affected Applicants have returned their forms, which were returned undeliverable, and the date of re-mailing, if applicable.
9/3/2024	60	90	Contractor will provide an updated list indicating the status of each Affected Applicant's mailing and the parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
9/18/2024	15	105	Within 15 days of receipt of the list provided for the meet and confer conference, OFCCP will attempt to locate the Affected Applicants whose letters were returned as undeliverable or who did not respond.
10/3/2024	15	120	Contractor will send second mailing within 30 days after meeting with OFCCP.
12/2/2024	60	180	Final deadline for Affected Applicants to respond to the notice.
12/17/2024	15	195	Contractor provides list of Eligible Class Members who will participate in the settlement fund as well as the priority employment list.
1/1/2025	15	210	OFCCP reviews and approves final Eligible Class Member List and the priority employment list.

Attachment B – Timeline

Disbursement of Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
1/31/2025	30	240	Contractor disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Class Member list.
Varies	14		Contractor will notify OFCCP within 14 calendar days of payments that were returned as undeliverable.
Varies	15		OFCCP will provide alternate address to contractor.
Varies	15		Contractor will re-mail checks with new address provided by OFCCP.
3/2/2025	30	270	First Check 30 Day status update: Contractor will notify OFCCP of any checks uncashed after 30 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
5/1/2025	60	330	First Check 90 Day Status update: Contractor will notify OFCCP of any checks uncashed after 90 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
7/30/2025	90	420	Eligible Class Members have 180 days to cash their checks, after which the checks become void.
8/29/2025	30	450	Contractor will make a second distribution, as appropriate, 30 calendar days after initial checks are void.
10/13/2025	45	495	Second Check Deadline: Eligible Class Members who have been issued second checks have 45 days to cash checks. As appropriate, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.

Attachment B – Timeline

Monitoring and Progress Reports					
Reporting Activity			Days	Due Date	
Provide training to selection officials			60	8/4/2024	
Revise hiring process			90	9/3/2024	
Provide evidence of training to relevant management staff.			90	8/15/2024	
Documents to demonstrate revision to policies and procedures.			210	1/1/2025	
Evidence of Training to managers and supervisors of revised policies and procedures.			210	1/1/2025	
Report #	Days covered by report	Covering		Days to provide report	Estimated Report Due Dates
1	365	6/5/2024	6/5/2025	30	7/5/2025
2	365	6/6/2025	6/6/2026	30	7/6/2026

NOTICE TO AFFECTED CLASS MEMBERS

Dear [name]:

Deere & Company (“Deere”) and the United States Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of Deere’s Ankeny, Iowa facility.

OFCCP’s analysis of Deere’s hiring process and selection procedures covered the following period: June 2, 2019 to May 31, 2021. OFCCP alleges that Deere discriminated against Black applicants who applied for Assembler positions. OFCCP alleges that there was a disparity in the hiring of Assemblers based on race. Deere has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Deere violated any laws. OFCCP and Deere entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for an Assembler position during that time period, but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$3,443.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to **9 months** from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
Deere
[Address]

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

In addition to the monetary distribution, Deere will be making job offers for Assembler positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Deere, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Assembler positions in the order that Deere receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority in that health benefits begin immediately and individuals hired will have two years of credit toward the required three years for vesting purposes of the employer matching contributions to a 401(k) retirement plan. If you have any questions you may call [name] at

Attachment C1 – Ankeny, Iowa Des Moines Works

Deere at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(C) at 877-716-9783.
Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO DEERE BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form

Release of Claims Form

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify Deere at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in an Assembler position with Deere. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Deere as an Assembler.

No, I am not currently interested in employment with Deere as an Assembler.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

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

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Deere & Company (“Deere”) paying you money, you agree that you will not file any lawsuit against Deere for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Assembler positions. It also says that Deere does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$3,443.00 (less deductions required by law) by Deere to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Deere, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as an Assembler on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Deere through the Effective Date of this Release.

II.

I understand that Deere denies that it treated me unlawfully or unfairly in any way and that Deere entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 2, 2021. I further agree that the payment of the aforesaid sum by Deere to me is not to be construed as an admission of any liability by Deere.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

Attachment C1 – Ankeny, Iowa Des Moines Works

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

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

Printed Name

Signature

NOTICE TO AFFECTED CLASS MEMBERS

Dear [name]:

Deere & Company (“Deere”) and the United States Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of Deere’s Waterloo, Iowa facility.

OFCCP’s analysis of Deere’s hiring process and selection procedures covered the following period: June 1, 2020 to May 31, 2021. OFCCP alleges that Deere discriminated against Black applicants who applied for Semi-Skilled Production positions. OFCCP alleges that there was a disparity in the hiring of Semi-Skilled Production positions based on race. Deere has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Deere violated any laws. OFCCP and Deere entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Semi-skilled Production position (such as Assembler and Processor positions) during that time period, but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$3,443.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to **9 months** from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
Deere
[Address]

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

In addition to the monetary distribution, Deere will be making job offers for Semi-skilled Production positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Deere, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Semi-skilled Production positions in the order that Deere receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority in that health benefits begin immediately and individuals hired will have two years of credit toward the required three years for vesting purposes of the employer matching contributions to a 401(k) retirement plan. If you have any

Attachment C2 – Waterloo, Iowa – Waterloo Works

questions you may call **[name]** at Deere at **[phone number]**, or OFCCP Compliance Officer **(b) (6), (b) (7)(C)** at 877-716-9783. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO DEERE BY **[insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form

Release of Claims Form

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify Deere at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in a Semi-Skilled Production position with Deere. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Deere in a Semi-Skilled Production position (such as Assembler and Processor positions).

No, I am not currently interested in employment with Deere in a Semi-Skilled Production position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

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

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Deere & Company (“Deere”) paying you money, you agree that you will not file any lawsuit against Deere for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Semi-skilled Production positions. It also says that Deere does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$3,443.00 (less deductions required by law) by Deere to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Deere, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment in a Semi-Skilled Production position on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Deere through the Effective Date of this Release.

II.

I understand that Deere denies that it treated me unlawfully or unfairly in any way and that Deere entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 26, 2021. I further agree that the payment of the aforesaid sum by Deere to me is not to be construed as an admission of any liability by Deere.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

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

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

Printed Name

Signature

NOTICE TO AFFECTED CLASS MEMBERS

Dear *[name]*:

Deere & Company (“Deere”) and the United States Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the alleged violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of Deere’s Milan, Illinois facility.

OFCCP’s analysis of Deere’s hiring process and selection procedures covered the following period: June 1, 2020 to December 31, 2021. OFCCP alleges that Deere discriminated against Hispanic and Black applicants who applied for Material Handler and Warehouse positions. OFCCP alleges that there was a disparity in the hiring of Material Handler and Warehouse positions based on race. Deere has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Deere violated any laws. OFCCP and Deere entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Material Handler and Warehouse position during that time period, but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$3,443.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to **9 months** from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by *[insert date by which class members must respond]*.**

[Name]
[Address]

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

In addition to the monetary distribution, Deere will be making job offers for Material Handler and Warehouse positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Deere, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Material Handler and Warehouse positions in the order that Deere receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority in that health benefits begin immediately and individuals hired will have two years of credit toward the required three years

Attachment C3 – Milan, Illinois - Parts Distribution Center

for vesting purposes of the employer matching contributions to a 401(k) retirement plan. If you have any questions you may call [name] at Deere at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(C) at 877-716-9783. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO DEERE BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form

Release of Claims Form

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify Deere at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in a Material Handler and Warehouse position with Deere. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Deere in a Material Handler and Warehouse position.

No, I am not currently interested in employment with Deere in a Material Handler and Warehouse position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

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

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 AS AMENDED

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Deere & Company (“Deere”) paying you money, you agree that you will not file any lawsuit against Deere for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Material Handler and Warehouse positions. It also says that Deere does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$3,443.00 (less deductions required by law) by Deere to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Deere, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as a Material Handler and Warehouse position on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Deere through the Effective Date of this Release.

II.

I understand that Deere denies that it treated me unlawfully or unfairly in any way and that Deere entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 21, 2022. I further agree that the payment of the aforesaid sum by Deere to me is not to be construed as an admission of any liability by Deere.

III.

Attachment C3 – Milan, Illinois - Parts Distribution Center

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

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

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

Printed Name

Signature