

Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
Leggett & Platt, Incorporated

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Leggett & Platt, Incorporated (“Leggett”) establishment located at 1629 Blandwood Drive, High Point, North Carolina 27260-8302 (“Reviewed Establishment”), beginning on November 23, 2020. OFCCP is alleging that Leggett failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), and its respective implementing regulations at Title 41 of the Code of Federal Regulations (CFR) Parts 60-1 through 60-3.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Leggett (“the parties”) 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 Leggett’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Leggett violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Leggett’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. Leggett 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 Leggett 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”), and the 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. Leggett and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. Leggett agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who provides or 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 of the Acting Southeast Region (“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 Leggett submits the final progress report required by this Agreement, below, unless OFCCP notifies Leggett in writing before the expiration date that Leggett 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 Leggett has met all of its obligations under the Agreement.
11. If Leggett violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Leggett a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Leggett 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 Leggett 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 the contractor, 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. Leggett 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. Leggett neither admits nor denies any violation of the Executive Order, nor has there been an adjudicated finding on the merits regarding any such violation.
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 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. Alleged Discrimination Violation**

**Alleged Race Discrimination in Hiring:** OFCCP alleges that during the period of November 23, 2018, through November 23, 2020, Leggett was not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black, Hispanic, and White applicants who applied for positions in the Operatives O1 and Operatives O2 job groups (collectively, “Production Associate” positions), when compared to Asian applicants, resulting in a shortfall of twenty-six (26) Black hires, four (4) Hispanic hires, and five (5) White hires.

### **IV. Financial Remedy**

#### **1. Settlement Fund**

- a. **Settlement Fund Account.** Within five (5) days after the Effective Date, Leggett will deposit a total of \$407,402.00 in an FDIC-insured interest-bearing account maintained by Leggett at the prevailing interest rate. By the deadline set forth in the Timeline, Leggett 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, Leggett 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. Leggett's share of taxes on the portion representing back pay such as Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state and/or local taxes, is not part of the Settlement Fund. Leggett will be responsible for any banking account fees.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$360,533.00 in back pay and \$46,869.00 in interest to resolve the specific violations set forth above.

## 2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount 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 settlement payments 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 (hereinafter, Eligible Applicants).<sup>1</sup> These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The Settlement Fund will be distributed to the Eligible Applicants in the Final List in equal settlement payments. The process of determining the Final List is explained below under Notice Process. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Leggett.
- c. **Payments to Eligible Applicants.** OFCCP will provide Leggett a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Leggett will issue checks or make electronic payments to each Eligible Applicant in the stated amount by the date set forth on the Timeline, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099). 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 Applicants listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Applicant did not receive a check or that a check was lost, OFCCP and

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<sup>1</sup> With respect to the financial remedy, the term "Eligible Applicant(s)" refers to the individuals listed in Attachment A that timely respond to the Notice Process as explained below, even if they are currently employed by Leggett.

Leggett will work together to provide a replacement check before any funds are redistributed to other Eligible Applicants. Any check that remains uncashed 70 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Leggett will make a second distribution to all Class Members who cashed their first check by the deadline set forth in the Timeline. Any second distribution check that remains uncashed 45 days after the date the second distribution was mailed to the Class Member will be void.

- d. **Tax Payments, Forms and Reporting.** Leggett will pay the employer's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Leggett shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment or 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.<sup>2</sup> 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, 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.<sup>3</sup>

### 3. Notice Process

- a. **OFCCP and Contractor 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 in multiple relevant languages to the affected workers 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, Leggett 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 Leggett agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Leggett will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachments C1, C2, and C3. The Notice Documents may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials,

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<sup>2</sup> See 26 CFR 31.3402(f)(2)-1(a). IRS guidance in the absence of a W-4 form.

<sup>3</sup> 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>

instructions or a cover sheet, job applications, 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 Leggett, 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 Leggett with complete contact information in its possession on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Notice to Affected Applicants.** Leggett will send copies of all of the Notice Documents contained in Attachments C1, C2, and C3 by email, if available, and by first class mail to the best available mailing address for each Affected Applicant by the date set forth in the Timeline (Initial Notice). Leggett will include a postage-paid return envelope in each first-class mailing. If envelopes from the initial mail notice are returned with forwarding addresses, Leggett will re-mail the Notice Documents within five (5) business days of receipt of the forwarding address.

Based on the response to the initial mail and email notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail and email notice and to ensure that the second round of mail and email notice maximizes the potential response rate. Leggett will send a second mail and email notice to Affected Applicants with a valid address who fail to respond to the first mail notice unless the parties agree otherwise (second notice).

- f. **Distribution of Notice by Other Means.** Leggett 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, distribution of information on websites or other advertisements. 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 may 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. Leggett will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants.** Leggett 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 & Employment Interest Form and Release of Claims Form 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. Leggett will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Leggett 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, Leggett will provide a similar documentation on the second distribution.
- l. **Leggett's Expenses.** Leggett 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.** Leggett projects the Reviewed Establishment to close in 2024. As Production Associate vacancies occur at the Reviewed Establishment

or Leggett's Monroe, Georgia establishment,<sup>4</sup> Leggett shall make bona fide job offers to Eligible Applicants who: (1) have expressed interest in employment at the Reviewed Establishment and/or the Monroe Establishment; (2) are not currently employed in the job at issue; and (3) who meet the qualifications for the position that are in place at the time of the hiring.

- b. With respect to the Reviewed Establishment, Leggett shall extend bona fide job offers until thirty (30) Eligible Applicants are hired for Production Associate positions, the list of Eligible Applicants expressing an interest in employment is exhausted, or the Reviewed Establishment closes, whichever comes first. Eligible Applicants will have priority over all other candidates for hire into Production Associate positions. The offers shall include retroactive seniority of 8.4 months for the purposes of job retention.
- c. With respect to the Monroe Establishment, Leggett shall extend bona fide job offers until thirty (30) Eligible Applicants are hired for Production Associate positions, the list of Eligible Applicants expressing an interest in employment is exhausted, or Leggett submits Progress Report 2,<sup>5</sup> whichever comes first. Eligible Applicants will have priority over all other candidates for hire into Production Associate positions.
- d. As Production Associate vacancies occur at the Reviewed Establishment and/or the Monroe Establishment, Leggett shall contact the Eligible Applicants with a conditional written job offer in the order in which they submitted their Information Verification & Employment Interest Form or, if the Forms were received on the same day, in the order of their original application date. Leggett will make at least two attempts by phone and two attempts by email, if known to Leggett, to contact Eligible Applicants who have expressed an interest in employment with Leggett on the Information Verification & Employment Interest Form. Eligible Applicants who receive a conditional written job offer must complete the post-offer requirements<sup>6</sup> in place at the time, including successfully passing a drug screen.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Leggett notice of good cause for their absence on or before that date.<sup>7</sup> If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original start date. Otherwise, Leggett may withdraw the job offer and shall be under no obligation to hire

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<sup>4</sup> Due to company restructuring and the impending closure of the Reviewed Establishment, Leggett may be unable to extend any job offers to Eligible Applicants at the High Point, North Carolina facility. As part of this Agreement, Leggett has also agreed to extend job offers to Eligible Applicants at its Monroe, Georgia establishment located at 1000 L & P Parkway, Monroe, Georgia 30655 (the "Monroe Establishment").

<sup>5</sup> See Section VII, Paragraph 2, below.

<sup>6</sup> Leggett's post-offer requirements, as used in this Conciliation Agreement, refers to Leggett's "pre-hire checks."

<sup>7</sup> An example of good cause could be an Eligible Applicant who provides their current employer with a two weeks' notice and notifies Leggett about this situation along with a request for a delayed start date.



the Eligible Applicant under this Agreement, but the job offer will not count towards the thirty (30) job offers described in paragraphs (b) and (c), above.

Leggett agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for Production Associate positions at the Reviewed Establishment and/or the Monroe Establishment (as applicable) and provide all regular and on-the-job training currently provided to employees in these positions.

- e. **Reporting.** Leggett 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 VII, OFCCP Monitoring Period, below.

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

- 1. **Compliance.** Leggett will ensure that all applicants are afforded equal employment opportunities. Leggett agrees to continue and/or to implement the corrective actions detailed below.

### **2. Revised Hiring Process.**

- a. **Non-Discriminatory Selection Procedures.** Leggett agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. Leggett will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations and can show that the selection procedure is job related and consistent with business necessity.

- b. **Review and revisions required.** Within the timeframes specified in Attachment B, Leggett will prepare and submit a comprehensive written description of the updated practices, policies, and procedures for the selection process used for all hires into Production Associate positions at the Reviewed Establishment (hereinafter "Revised Hiring Process"). Leggett will ensure all policies and qualifications standards are uniformly applied to all applicants. An employee referral program(s) should not be used exclusively for the selection of hires in the Revised Hiring Process for Production Associate positions. To the extent any employee referral program(s) is used in the selection of hires, it should be monitored frequently as described in Section VI.5 of the Agreement to ensure that it is not creating or reinforcing discrimination.

### **3. Training.**

- a. **Equal Employment Opportunity Obligations.** In the event Leggett extends bona fide job offers to Eligible Applicants at the Reviewed Establishment, Leggett will meet with the management officials for Production Associate positions and all individuals responsible for the recruitment and selection process of Production Associate positions at the Reviewed Establishment to review its equal employment obligations and nondiscrimination policies related to recruitment and hiring. Leggett will document and



- c. **Remedies.** Where adverse impact is identified in a 12-month monitoring period, and Leggett is unable to demonstrate that the cause of the impact is job-related and consistent with business necessity, Leggett will modify its policies or procedures accordingly to address the cause of the disparate impact. Leggett shall also discuss with OFCCP and will implement appropriate relief for affected individuals to include backpay, interest, and hiring opportunities in order to remedy statistically significant shortfalls.
- d. **Reporting.** As part of its monitoring reports under this Agreement, Leggett will provide copies of the adverse impact analyses conducted pursuant to this Agreement, the underlying data used for the analyses, and copies of all subsequent investigation and analyses conducted pursuant to this Section. Leggett will also provide evidence of any actions taken to remedy unjustifiable disparities.

## VII. OFCCP Monitoring Period

1. **Recordkeeping.** Leggett agrees to retain all records relevant to the violations cited in Section III 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. Leggett will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Leggett Reports.**
  - a. **Schedule and Instructions.** Leggett agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
    - i. **Progress Report 1:** The first report will be due 14 months after the Effective Date and will cover the period from the Effective Date through 12 months after the Effective Date.
    - ii. **Progress Report 2:** The second report will be due 26 months from the Effective Date and will cover the period from 13 months through 24 months after the Effective Date.

Leggett will submit reports to George Rouse, III., District Director, Charlotte District Office at (b) (6), (b) (7)(C)@dol.gov; with a copy to Assistant District Director Tamara Simpson at (b) (6), (b) (7)(C)@dol.gov.

Leggett and OFCCP have a common interest in the accuracy and sufficiency of the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Leggett provides in accordance with this Agreement are customarily kept private or closely held, and Leggett believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Leggett

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 permissible under law.

b. **Reporting on Financial Remedy.** Within the prescribed timeframes, Leggett will submit all documents and information referenced in Section IV of the Agreement, including but not limited to names of Eligible Applicants who were paid, and for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. Leggett will provide OFCCP with copies of all canceled checks upon request.

i. In each progress report, Leggett will provide OFCCP with copies of bank records showing the current balance of the settlement fund account and a list of transactions.

c. **Reports on Job Offers.** In each progress report, Leggett will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Eligible Applicants expressing interest for Production Associate positions. This includes:

i. A list of all Eligible Applicants who expressed an interest in employment by name, race, and date of interest.

ii. Documentation of all job offers made to Eligible Applicants, including the name and race of individuals offered jobs, the date of their Information Verification & Employment Interest Form, the date of the offer, the date the offer was accepted or rejected, the start date, and the starting pay.

iii. A list of Eligible Applicants who expressed interest in job offers who did not successfully complete the hiring process, including the name and race of these individuals, the date of their application, if any, and the reason Leggett determined they did not successfully complete the application process along with all relevant documentation (e.g., failure to complete the application process, failure to submit and/or satisfy pre-employment screening, such as drug screening, and documentation that the Eligible Applicant declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.

iv. A list and supporting documentation of Eligible Applicants who were hired and terminated during the life of this Agreement, including the reason for the termination.

v. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.

vi. Documentation of the start dates for Eligible Applicants who were hired.

- vii. If Leggett 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.
  - viii. If Leggett 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.
- d. **Affirmative Action Programs.** Leggett will submit its current year AAP for E.O. 11246 and annual statistical reports required under 41 CFR 60-2.11 through 60-2.16, for the Reviewed Establishment with the first Progress Report and annually thereafter while the CA monitoring period is in effect.
- e. **Reports on Modifications to Personnel Practices.** In each Progress Report Leggett will report on all modifications of personnel practices made through the date of that Progress Report pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. 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 of the implementation of and modifications to the Revised Hiring Process described in Section VI, Paragraph 2.
  - ii. Documentation of the training on the equal employment opportunity obligations and Revised Hiring Process described in Section VI, Paragraph 3. The documentation must include the name and job title of each employee attending the training, an outline of the topics discussed during the training, and the date of the training.
- f. Within the prescribed timeframes, Leggett will submit all documents and information referenced in Sections IV-VI.
- g. In each Progress Report, the total number of applicants and hires and the breakdown by race and ethnic group for all Production Associate positions at the Reviewed Establishment during the reporting period.
- h. In each Progress Report, the results of Leggett's analysis for Production Associate positions at the Reviewed Establishment as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4D, based on race and ethnicity. For the purposes of the analysis, Leggett will not include hires made of Eligible Applicants pursuant to this Agreement.
- i. In each Progress Report, for each instance where the total selection process has an adverse impact based on race, or ethnicity, as defined by 41 CFR 60-

3.4D, the results of Leggett's evaluation of the individual components of the selection process for adverse impact. Leggett will submit an explanation of all actions taken upon determining that any component of the selection process has an adverse impact, including, but not limited to submitting its validation study of each such component in accordance with the Uniform Guidelines on Employee Selection Procedures, if applicable, or explaining any change Leggett implemented in its selection procedures that do not result in adverse impact. For purposes of the analysis, Leggett must not include hires made of Eligible Applicants pursuant to this Agreement in that analysis.

- j. In each Progress Report, documentation indicating the actions taken by Leggett upon determining that any component of the selection process has an adverse impact based on race or ethnicity for applicants in Production Associate positions at the Reviewed Establishment.

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 Leggett's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Leggett in writing within sixty (60) days of the date of the final progress report that Leggett 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.

### VIII. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Leggett & Platt, Incorporated.

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

Jennifer Davis  
Executive Vice President – General Counsel  
Leggett & Platt, Incorporated  
No. 1 Leggett Rd.  
Carthage, MO 64836

DATE: 7/26/2024

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

Diana Sen  
Acting Regional Director  
OFCCP, Southeast Region

DATE: 7/26/2024

#### Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents
  - 1. Notice to Affected Applicants
  - 2. Information Verification & Employment Interest Form
  - 3. Release of Claims Form

**ATTACHMENT A: LIST OF AFFECTED APPLICANTS**

<b>Number</b>	<b>First Name</b>	<b>Last Name</b>	<b>Race</b>
1	<b>(b) (6), (b) (7)(C)</b>		
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Number	First Name	Last Name	Race
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Number	First Name	Last Name	Race
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Class members (5 total) identified with an asterisk (\*) are eligible for financial relief only.

**ATTACHMENT B: TIMELINE**

<b>Due Date</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>07/31/2024</b>	<b>5</b>	<b>Contractor provides OFCCP with documentation regarding the settlement fund account.</b>
<b>08/25/2024</b>	<b>30</b>	<b>Leggett will mail and email Notice Documents to Affected Applicants.</b>
<b>-</b>	<b>-</b>	<b>On a bi-weekly basis, Leggett will notify OFCCP of all letters returned as undeliverable.</b>
<b>09/24/2024</b>	<b>60</b>	<b>Leggett provides Revised Hiring Process to OFCCP.</b>
<b>10/09/2024</b>	<b>75</b>	<b>Within 45 days from the first mailing of the Notice Documents, Leggett will provide OFCCP with a MS Excel file containing information about undeliverable letters, nonresponsive Affected Applicants, and the names of Affected Applicants who failed to return the Information Verification &amp; Employment Interest Form or the Release of Claims Form or failed to sign one of these forms.</b>
<b>10/19/2024</b>	<b>85</b>	<b>Parties will meet and confer to assess the results of the first mailing to ensure the second mailing maximizes the potential response rate.</b>
<b>10/24/2024</b>	<b>90</b>	<b>Leggett provides documentation of training on the Revised Hiring Process, OFCCP’s recordkeeping obligations, and EEO and nondiscrimination policies related to recruitment and hiring.</b>
<b>10/24/2024</b>	<b>90</b>	<b>OFCCP will provide updated contact information to Leggett within 15 days of OFCCP’s receipt of the list of nonresponsive Affected Applicants.</b>
<b>10/29/2024</b>	<b>95</b>	<b>Leggett sends second mailing of Notice Documents via both mail and email to nonresponsive Affected Applicants.</b>
<b>12/13/2024</b>	<b>140</b>	<b>Response Deadline: Affected Applicants must respond within 140 days from the Effective Date to participate in the settlement.</b>



<b>Due Date</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>12/28/2024</b>	<b>155</b>	<b>Leggett will provide OFCCP with the list of Affected Applicants who timely responded to the Notice Documents in accordance with the Agreement, along with copies of the Information Verification &amp; Employment Interest and Release of Claims Forms.</b>
<b>01/12/2025</b>	<b>170</b>	<b>OFCCP will approve the Final List of Class Members and distribution amounts.</b>
<b>01/27/2025</b>	<b>185</b>	<b>Leggett will disburse the settlement fund.</b>
<b>02/11/2025</b>	<b>200</b>	<b>Leggett will provide OFCCP with bank verification of payments made to Class Members.</b>
<b>02/26/2025</b>	<b>215</b>	<b>Leggett will provide a list of all Class Members' checks that were returned undeliverable or remain uncashed.</b>
<b>04/07/2025</b>	<b>255</b>	<b>First check deadline: Class Members must cash checks within 70 days after the initial date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.</b>
<b>04/22/2025</b>	<b>270</b>	<b>Contractor will make second distribution of checks 15 days after initial checks are void.</b>
<b>09/25/2025</b>	<b>14 MTH</b>	<b>The first progress report is due to OFCCP.</b>
<b>09/25/2026</b>	<b>26 MTH</b>	<b>The second progress report is due to OFCCP.</b>

## ATTACHMENT C.1

### NOTICE TO AFFECTED APPLICANTS

*You may be eligible to get money and a job because of a legal settlement between Leggett & Platt, Incorporated and the U.S. Department of Labor*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Leggett & Platt, Incorporated (“Leggett”) that may benefit you. This settlement involves claims of alleged discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by [DATE], you may be eligible for a payment of back wages and an opportunity for a job with Leggett & Platt in either a temporary position in High Point, North Carolina or a non-temporary position in Monroe, Georgia.<sup>8</sup>

#### **ARE YOU AFFECTED?**

Black, Hispanic, and White applicants who applied and were not hired for positions in job groups Operatives O1 and Operatives O2 (“Production Associate” positions) at Leggett & Platt’s 1629 Blandwood Drive, High Point, North Carolina 27260 location (establishment) during the period of November 23, 2018, through November 23, 2020, are covered by this settlement.

#### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. Leggett & Platt, Incorporated and the Department of Labor's 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 Leggett’s High Point, North Carolina establishment. Specifically, OFCCP’s preliminary analysis showed statistically significant disparities in the hiring rates of Black, Hispanic, and White applicants for Production Associate positions during the period of November 23, 2018 through November 23, 2020. Leggett has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Leggett violated any laws. OFCCP and Leggett entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Production Associate position during that time period but was not hired.

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<sup>8</sup> Due to company restructuring and the impending closure of the High Point, North Carolina establishment, Leggett may be unable to extend any job offers to Eligible Applicants at the High Point, North Carolina facility. Any job offers at the High Point, North Carolina facility would be temporary positions. As part of this Agreement, Leggett has also agreed to extend job offers to Eligible Applicants at its Monroe, Georgia establishment located at 1000 L & P Parkway, Monroe, Georgia 30655 due to the impending closure of the High Point, North Carolina establishment. The job offers at the Monroe, Georgia facility are permanent positions.

## WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Production Associate position during the period November 23, 2018 through November 23, 2020, and were not hired, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$1,318.45 (before taxes). This payment represents your share of back wages and interest Leggett is paying to settle the evaluation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution.
2. In addition to the monetary distribution, Leggett will be making job offers in either High Point, North Carolina or Monroe, Georgia 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 Leggett, please check the box that says “Yes, I am interested in employment with Leggett in a Production Associate position” on the enclosed Information Verification & Employment Interest Form. Those receiving this notice will be sent a link to complete an employment application and considered for Production Associate positions in the order that they apply.<sup>9</sup> Individuals hired pursuant to this Agreement may be eligible for retroactive seniority for job retention purposes only, to the extent that seniority is a factor in layoff decisions.

**To get these benefits, you will need to release (give up) certain legal claims and sign the enclosed Information Verification & Employment Interest and Release of Claims forms.**

**For applicants interested in a Production Associate position job offer, Leggett’s recruiting department will send an email from a Leggett email address containing a confidential link to the class member requisition. If you do not see the email, please check your junk or spam folder.**

## WHAT IS YOUR NEXT STEP?

You should read this Notice, the Information Verification & Employment Interest and Release of Claims forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Leggett.

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<sup>9</sup> Eligible Applicants must submit the application for the purpose of providing updated information to Leggett.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Information Verification & Employment Interest Form and (2) Release of Claims Form by [DATE] to:

Settlement Administrator  
OFCCP – Leggett & Platt, Incorporated  
(NAME)  
(TITLE)  
(ADDRESS)  
(PHONE NUMBER)  
(EMAIL ADDRESS)

**The documents must be received by [insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

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

Your Social Security Number (SSN) or tax identification number (TIN) is required in order to process your payment for tax purposes, and it will not be used for any other purposes. If you feel uncomfortable providing your SSN or TIN in your response, you can call the US Department of Labor and we will obtain and secure your number using encryption and forward it to the appropriate officials for processing of your payment. You may call the OFCCP office in Charlotte, North Carolina at (704) 749-3380 and identify yourself as a class member on the Leggett & Platt, Incorporated case. You can verify the authenticity of our office at the link below.

<https://www.dol.gov/agencies/ofccp/contact/district-area-offices#NorthCarolina>

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME] at Leggett & Platt at [PHONE NUMBER] or [EMAIL ADDRESS], or OFCCP Assistant District Director Tamara Simpson at (704) [REDACTED] or (b) (6), (b) (7)(C)@dol.gov. You can obtain additional information regarding this settlement on the official U.S. Department of Labor website at the link below.

<https://www.dol.gov/agencies/ofccp/classmembers>.

Enclosures

Information Verification & Employment Interest Form  
Release of Claims Form

ATTACHMENT C.2

Information Verification & Employment Interest Form  
("Verification & Interest Form") – Affected Applicants

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE  
COMPLETING THIS VERIFICATION & INTEREST FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) AND A POTENTIAL JOB OFFER FROM THE  
SETTLEMENT**

**DEADLINE TO RESPOND IS **DATE****

If you complete this Verification & Interest Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You may receive a money payment even if you do not express interest in a job.

To receive any money that you are eligible for, a potential job offer<sup>10</sup>, or both you must complete, sign, and return **both** this Verification & Interest Form **and** the enclosed Release of Claims Form. You may use the enclosed postage-paid return envelope to return the Verification & Interest Form and the Release of Claims Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be mailed or emailed by **[DATE]** to the address below.

Settlement Administrator  
OFCCP – Leggett & Platt, Incorporated

**(NAME)**

**(TITLE)**

**(ADDRESS)**

**(PHONE NUMBER)**

**(EMAIL ADDRESS)**

If you do not submit a properly completed Verification & Interest Form and Release of Claims Form on or before **[DATE]**, then your claim will not be on time, and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

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<sup>10</sup> Due to company restructuring and the impending closure of the High Point, North Carolina establishment, Leggett may be unable to extend any job offers to Eligible Applicants at the High Point, North Carolina facility. Any job offers at the High Point, North Carolina facility would be temporary positions. As part of this Agreement, Leggett has also agreed to extend job offers to Eligible Applicants at its Monroe, Georgia establishment located at 1000 L & P Parkway, Monroe, Georgia 30655 due to the impending closure of the High Point, North Carolina establishment. The job offers at the Monroe, Georgia facility are permanent positions.

Enclosed is a stamped, pre-addressed envelope you can use.

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This Verification & Interest Form will only be used for the following purposes:

1. To confirm important information, we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
2. To allow you to express interest in the jobs being offered as a result of the settlement.

**Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Any other names you have used: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please provide your social security number (SSN) or tax identification number (TIN):**

*\_\_\_\_\_*  
*This information is required in order to process your payment for tax purposes. Your SSN or TIN will not be used for any other purpose.*

**Notify us at the address below if your contact information changes prior to receiving a settlement payment and potential job offer or contact us if you have any questions about this Verification & Interest Form, the Notice, or the settlement.**

Settlement Administrator  
OFCCP – Leggett & Platt, Incorporated

(NAME)  
(TITLE)  
(ADDRESS)  
(PHONE NUMBER)  
(EMAIL ADDRESS)

**Step 2: Inform us if you are interested in a position.** Please indicate below whether you are currently interested in employment in a Production Associate position with Leggett & Platt, Incorporated. If you complete, sign, and return this Verification & Interest Form and the Release of Claims Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with Leggett & Platt in a Production Associate position. Select establishment location(s):
  - High Point, North Carolina (Temporary Position)
  - Monroe, Georgia (Non-Temporary Position)
- No, I am not currently interested in employment with Leggett & Platt in Production Associate position.
- I am currently employed by Leggett & Platt.

**Step 3: Sign and return along with the Release of Claims Form.**

**IF YOU FAIL TO COMPLETE AND RETURN THIS VERIFICATION & INTEREST FORM AND THE RELEASE OF CLAIMS FORM TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Settlement Administrator  
OFCCP-Leggett & Platt, Incorporated

(NAME)  
(TITLE)  
(ADDRESS)  
(PHONE NUMBER)  
(EMAIL ADDRESS)

I certify the above is true and correct.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT C.3**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS  
AMENDED (“Release of Claims Form”)**

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER<sup>11</sup> FROM THE SETTLEMENT**

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Leggett & Platt, Incorporated (“Leggett”) paying you money, you agree that you will not file any lawsuit against Leggett for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants in positions for job groups Operatives O1 and Operatives O2 (collectively, “Production Associate” positions). It also says that Leggett does not admit it violated any laws. This Release says that 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 \$1,318.45 (less deductions required by law) by Leggett to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Leggett, 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 non-selection for employment in a Production Associate 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 under Executive Order 11246, as amended, relating to my non-selection with Leggett through the Effective Date of this Release.

**II.**

I understand that Leggett denies that it treated me unlawfully or unfairly in any way and that Leggett 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

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<sup>11</sup> Due to company restructuring and the impending closure of the High Point, North Carolina establishment, Leggett may be unable to extend any job offers to Eligible Applicants at the High Point, North Carolina facility. As part of this Agreement, Leggett has also agreed to extend job offers to Eligible Applicants at its Monroe, Georgia establishment located at 1000 L & P Parkway, Monroe, Georgia 30655 due to the impending closure of the High Point, North Carolina establishment.

above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 23, 2020. I further agree that the payment of the aforesaid sum by Leggett to me is not to be construed as an admission of any liability by Leggett.

**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 Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Leggett.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_