As NAPABA’s Portrait of Asian Americans in the Law made clear, Asian Americans in large law firms have the highest attrition of all racial groups and female attorneys also leave the profession at higher rates than men. Attorneys in the Millennial generation are now becoming parents, and many Gen X attorneys are caring for children and parents at the same time. How will these generational shifts impact the way law firms and other employers enhance the ways they accommodate and support attorneys? Are flexible work arrangements and parental leave enough? This panel will review legislation, litigation, and data related to employees who have family responsibilities, such as the recent $5 million settlement against an employer who discouraged men from taking paternity leave. We will discuss some innovative practices law firms and companies have adopted, such as milk-shipping programs for mothers traveling for work, a ramp-up period for the primary caregiver to work part-time at full pay, dual career programs, executive coaches, and more.

A key component of the panel will be an interactive discussion among attendees to explore these issues.

Moderator:
Arlene Yang, Partner, Brown Law Group
Speakers:
Megan Chung, Partner, Kilpatrick Townsend & Stockton LLP
Stuart Ishimaru, former Director of the Office of Minority and Women Inclusion, at the Consumer Financial Protection Bureau
Damon Nakamura, Senior Corporate Counsel, Apple
# Keeping the Wheels on the Bus:
## Motherhood, Fatherhood, and How Attorneys Make It Work
National Asian Pacific American Bar Association Convention
Austin, Texas
Saturday, November 9, 2019, 10:45 a.m. – 12:00 p.m.

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timed Agenda</td>
<td>1</td>
</tr>
<tr>
<td>Speaker Biographies</td>
<td>2</td>
</tr>
<tr>
<td>Sample of Programs Designed to Support Employees with Parental and Other Family Responsibilities</td>
<td>5</td>
</tr>
<tr>
<td>U.S. Department of Labor, Wage and Hour Division, Fact Sheet #28: The Family and Medical Leave Act</td>
<td>8</td>
</tr>
<tr>
<td>Fact Sheet #28B: FMLA leave for birth, placement, bonding, or to care for a child with a serious health condition on the basis of an “in loco parentis” relationship; Fact Sheet #28C: The definition of “parent” as it applies to an individual who stood in loco parentis to an employee for FMLA “eldercare” protections.</td>
<td>8</td>
</tr>
<tr>
<td>California Employment Development Department, About Paid Family Leave</td>
<td>17</td>
</tr>
<tr>
<td>Complaint, Rotondo v. JPMorgan Chase Bank, N.A., 1:19-cv-408 (S.D Ohio)</td>
<td>65</td>
</tr>
<tr>
<td>Settlement, Rotondo v. JPMorgan Chase Bank, N.A., 1:19-cv-408 (S.D Ohio)</td>
<td>83</td>
</tr>
</tbody>
</table>
TIMED AGENDA

1. Introduction (5 minutes)

2. Introduction of Panelists (10 minutes)

3. Review of Legal Protections for Parental and Family Leave and Litigation (10 minutes)


5. Emerging Issues (20 minutes)

6. Questions from the Audience (15 minutes)
SPEAKER BIOGRAPHIES

MEGAN CHUNG

Megan Chung is the Office Managing Partner of Kilpatrick Townsend’s San Diego office, and the first female Asian-American to lead a firm office. She focuses her practice on patent litigation and has extensive experience representing companies and executives on intellectual property and technology-related matters. She has represented both plaintiffs and defendants in federal courts throughout the United States, including the U.S. International Trade Commission, and has also drafted appellate briefs, including amicus briefs to the U.S. Supreme Court. Megan is also committed to public interest work, especially those involving children in the juvenile courts and sexually exploited children and women. Since joining the firm in 2005, Megan has served as a member of the Associate Committee, Professional Development Committee, Pro Bono Committee, and Women’s Initiative. She is recognized as a San Diego “Super Lawyer” for intellectual property litigation by Super Lawyers magazine. She earned her B.A. in Human Biology and M.A. in Education from Stanford University, and her J.D. from the University of California, Davis School of Law. Megan is an experienced attorney, and also a committed mother to her eight-year-old daughter.

STUART ISHIMARU

Stuart Ishimaru is a lawyer from Washington, D.C. He retired from the Consumer Financial Protection Bureau as the Director of the Office of Minority and Women Inclusion, following service as a Commissioner and Acting Chairman of the Equal Employment Opportunity Commission. He also served as a Deputy Assistant Attorney General at the Department of Justice and in senior positions on the House Judiciary and Armed Services Committees. He is a graduate of George Washington University Law School and the University of California, Berkeley.
DAMON NAKAMURA

Damon assists with international corporate legal matters for Apple’s worldwide subsidiaries, including — corporate governance, entity formations and dissolutions, global reorganizations, acquisition integrations, and related planning and support. Of late, Damon has particular experience with Germany, India and Singapore country matters, amongst others. Damon joined Apple in 2014. Prior to joining Apple, Damon worked at DLA Piper in Palo Alto as an associate in the International Tax group. Damon received a Bachelor of Arts from Yale University and a Juris Doctorate from the University of California, Hastings College of the Law and is admitted to practice law in California. When not practicing law, Damon enjoys basketball, beaches and activities with his young son.

ARLENE YANG

Arlene Yang is a Partner at Brown Law Group, a leading Southern California litigation firm that specializes in all aspects of employment law and business litigation. She provides preventative law advice and engages in litigation on behalf of large and small businesses. Previously, she practiced law in the public and private sector, including the U.S. Department of Justice, Paul, Weiss, Rifkind, Wharton & Garrison, and the Transportation Security Administration. Ms. Yang is co-chair of the National Asian Pacific American Bar Association’s Labor and Employment Committee and a past president of the Pan Asian Lawyers of San Diego. She is a director of Lawyers Club of San Diego, and president-elect of the board of directors of transcenDANCE Youth Arts Project. Ms. Yang is a graduate of the Massachusetts Institute of Technology and New York University School of Law. She has two teenage children. To learn more about Ms. Yang and Brown Law Group visit: www.brownlawgroup.com.
SAMPLE OF PROGRAMS DESIGNED TO SUPPORT EMPLOYEES WITH PARENTAL AND OTHER FAMILY RESPONSIBILITIES

Paid Leave

Johnson & Johnson: 17 weeks of paid leave during the first year of birth for mothers who give birth, and eight weeks of paid leave for all new parents -- maternal, paternal, adoptive or surrogacy-assisted.

Duane Morris: Sixteen weeks paid leave with an option for four weeks of vacation, and one-month unpaid leave.

Reduced Schedules

Duane Morris: Parental Leave Ramp Down/Ramp Up Policy that permits a four-week ramp down period prior to leave related to birth or adoption of a child. After an absence of at least 12 consecutive weeks, the attorney may have up to three months to ramp back up to regular billable hours expectations, working 70%, 80%, and then 90%, with no reduction in base salary. Part-time and flex time work is also available.

Latham and Watkins: PRO-RATA ("Pace Reduction Option for Returning Associates to Adjust") program provides associates an automatic option of working for fewer billable hours for six months upon returning to the firm following a parental care leave.

Lactation Support

Johnson & Johnson: Lactation travel services, including shipping breast milk.

Career Coaching

Dechert: Career counselors and executive coaches to support transition before and after a new child.

DLA Piper: Parent Career Coaching program, for during or after parental leave.

Mentoring

Fenwick & West: Transition Mentor Program.

PriceWaterhouse Coopers, LLP: Disability Caregivers Network (DCN)

Back up child care

Available at many companies

Telecommuting

Baker and McKenzie – Global telecommuting policy.

“Unlimited” vacation policies

Netflix, LinkedIn, and many others.

Adoption and Surrogacy Reimbursement.

PriceWaterhouse Coopers LLP – reimbursement for up to $25,000 for adoption or surrogacy.

Egg Freezing

Apple, Facebook, Google have programs for egg preservation and IVF treatment.
Sources:


Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A covered employer is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An eligible employee is one who:

- Works for a covered employer;
- Has worked for the employer for at least 12 months;
- Has at least 1,250 hours of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least 50 employees within 75 miles.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer’s intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:
• The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
• To care for a spouse, son, daughter, or parent who has a serious health condition;
• For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
• For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee’s ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer’s usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. See Fact Sheet 28E: Employee Notice Requirements under the FMLA.

Covered employers must:

(1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see www.dol.gov/whd/fmla/applicable_laws.htm;
(2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;
When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and

(4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee’s FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member’s serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer’s expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee’s use of FMLA leave cannot be counted against the employee under a “no-fault” attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the “salary basis” requirements for FLSA’s exemption extends only to an eligible employee’s use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any
proceeding, related to the FMLA. See Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

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1-866-4-USWAGE
TTY: 1-866-487-9243

Contact Us
Fact Sheet #28B: FMLA leave for birth, placement, bonding, or to care for a child with a serious health condition on the basis of an “in loco parentis” relationship

The Family and Medical Leave Act (FMLA) entitles an eligible employee to take up to 12 workweeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a serious health condition. See 29 USC 2612(a)(1).

This Fact Sheet provides guidance on an employee’s entitlement to FMLA leave to bond with or care for a child to whom the employee stands “in loco parentis.” You may also wish to review Fact Sheet #28C on FMLA leave to care for a parent on the basis of an in loco parentis relationship.

FMLA definition of “son or daughter”
The FMLA defines a “son or daughter” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. See 29 USC 2611(12). The broad definition of “son or daughter” is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the child.

The definition of “son or daughter” is limited to children under the age of 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. See 29 USC 2612(12). The FMLA military leave provisions have specific definitions of son or daughter that are unique to those provisions. See 29 C.F.R. § 825.122(g), (h).

What does in loco parentis mean under FMLA?
In loco parentis refers to a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child. The in loco parentis relationship exists when an individual intends to take on the role of a parent to a child who is under 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand in loco parentis to a child under the FMLA as long as the relative satisfies the in loco parentis requirements.

Under the FMLA, persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child. Courts have indicated some factors to be considered in determining in loco parentis status include:

- the age of the child;
- the degree to which the child is dependent on the person;
- the amount of financial support, if any, provided; and
- the extent to which duties commonly associated with parenthood are exercised.
The fact that a child has a biological parent in the home, or has both a mother and a father, does not prevent an employee from standing *in loco parentis* to that child. The FMLA does not restrict the number of parents a child may have. **The specific facts of each situation will determine whether an employee stands in loco parentis to a child.**

**Examples of in loco parentis**
Examples of situations in which FMLA leave may be based on an *in loco parentis* relationship include:

- A grandfather may take leave to care for a grandchild whom he has assumed ongoing responsibility for raising if the child has a serious health condition.
- An aunt who assumes responsibility for caring for a child after the death of the child’s parents may take leave to care for the child if the child has a serious health condition.
- A person who will co-parent a same-sex partner’s biological child may take leave for the birth of the child and for bonding.

**What may be required to document an in loco parentis relationship?**
The employer’s right to documentation of family relationship is the same for an individual who asserts an *in loco parentis* relationship as it is for a biological, adoptive, foster or step parent. Such documentation may take the form of a simple statement asserting the relationship. For an individual who stands *in loco parentis* to a child, such statement may include, for example, the name of the child and a statement of the employee’s *in loco parentis* relationship to the child. An employee should provide sufficient information to make the employer aware of the *in loco parentis* relationship. See 29 CFR § 825.122.

**In loco parentis status and other FMLA requirements**
*In loco parentis* status under the FMLA does not change the law’s other requirements, such as those regarding coverage, eligibility, and qualifying reasons for leave. All requirements must be met for FMLA protections to apply. An employee asserting a right to FMLA leave for birth, bonding, or to care for a child for whom he or she stands *in loco parentis* may be required to provide notice of the need for leave and to submit medical certification of a serious health condition consistent with the FMLA regulations.

**Where to Obtain Additional Information**
For additional information about the FMLA, visit the Wage and Hour Division Website, [http://www.wagehour.dol.gov](http://www.wagehour.dol.gov) and/or call our toll-free helpline, 1-866-4-USWAGE (1-866-487-9243) available 8 a.m. to 5 p.m. in your time zone.

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[Contact Us](#)
Fact Sheet #28C: The definition of “parent” as it applies to an individual who stood in loco parentis to an employee for FMLA “eldercare” protections.

The Family and Medical Leave Act (FMLA) entitles an eligible employee to take up to 12 workweeks of job-protected unpaid leave to care for a spouse, son, daughter, or parent with a serious health condition. See 29 USC 2612(a)(1). FMLA leave may be taken to provide care for any individual who is the employee’s “parent” as the term is defined in the statute and its regulations. See 29 USC 2611(7).

In enacting the FMLA, Congress recognized the changing nature of the American population, including the growing number of elderly Americans and the growing need for wage earners to provide care both for their children and for their parents. For FMLA leave purposes, a “parent” is defined broadly as the biological, adoptive, step, or foster parent of an employee or an individual who stood in loco parentis to the employee when the employee was a son or daughter. See 29 C.F.R. § 825.122. “Parent” does not include the employee’s parents-in-law.

This Fact Sheet provides guidance on recognizing situations in which an eligible employee may take leave to care for an individual who stood in loco parentis to the employee when the employee was a child.

What does in loco parentis mean under FMLA?

In loco parentis refers to the type of relationship in which a person has put themselves in the situation of a parent by assuming and discharging the obligations of a parent to a child. It exists when an individual intends to take on the role of a parent.

The FMLA regulations define in loco parentis as including persons with day-to-day responsibilities to care for or financially support a child. Courts have indicated some factors that determine in loco parentis status include:

- the age of the child;
- the degree to which the child is dependent on the person;
- the amount of support, if any, provided; and
- the extent to which duties commonly associated with parenthood are exercised.

An eligible employee is entitled to take FMLA leave to care for a person who provided such care to the employee when the employee was a child. If the individual stood in loco parentis to the employee when the employee was a child, the employee may be entitled to take FMLA leave even if he or she also has a biological, step, foster, or other parent, provided that the in loco parentis relationship existed between the employee and the individual when the employee met the FMLA’s definition of a “son or daughter.” Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand in loco parentis to a child under the FMLA as long as the relative satisfies the in loco parentis requirements.

Note that, in all cases, conditions must be evaluated according to the specific facts.
Examples of *in loco parentis* for leave to care for a parent

An eligible employee may take leave to care for any individual who stood *in loco parentis* to the employee when the employee was a child regardless of any biological relationship of the two people. For example:

- An employee may take leave to care for his aunt with a serious health condition, if the aunt stood *in loco parentis* to him when he was a “son or daughter.”
- An employee may take leave to care for her grandmother with a serious health condition if the grandmother stood *in loco parentis* to her when she was a “son or daughter.”
- A “son or daughter” of a same-sex partnership may take leave to care for the non-adoptive or non-biological partner who stood *in loco parentis*.

Unless an *in loco parentis* relationship existed when the employee was a “son or daughter,” an employee is not entitled to take FMLA leave to care for a grandparent or an aunt with a serious health condition.

What may be required to document an *in loco parentis* relationship?

The employer’s right to documentation of family relationship is the same for an employee who asserts the need to care for an individual who stood *in loco parentis* to the employee as it is for a biological, adoptive, or other parent. Such documentation is limited to the employee’s simple statement asserting the relationship. For an employee seeking leave to care for an individual who stood *in loco parentis* to the employee, such statement may include, for example, the name of the individual and the statement that this person stood *in loco parentis* to the employee when the employee was a child. An employee should provide sufficient information to make the employer aware of how the individual in need of care stood *in loco parentis* to the employee when the employee was a “son or daughter.” See 29 CFR § 825.122.

*In loco parentis* status and other FMLA requirements

*In loco parentis* status under the FMLA does not change the law’s other requirements, such as those regarding coverage, eligibility, and qualifying reasons for leave. All requirements must be met for the FMLA protections to apply. An employee asserting rights to care for a parent who stood *in loco parentis* to the employee may be required to provide notice of the need for leave and to submit medical certification of a serious health condition consistent with the FMLA regulations.

For additional information about the FMLA, visit the Wage and Hour Division Website, [http://www.wagehour.dol.gov](http://www.wagehour.dol.gov) and/or call our toll-free helpline, 1-866-4-USWAGE (1-866-487-9243) available 8 a.m. to 5 p.m. in your time zone. You may also wish to review Administrator Interpretation No. 2010-3 for information specific to the *in loco parentis* issue.

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About Paid Family Leave

En español

California Paid Family Leave (PFL) provides up to six weeks of partial pay to employees who take time off from work to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement.

PFL does not provide job protection, only monetary benefits; however, your job may be protected through other federal or state laws such as the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

For more information about the FMLA, visit the Department of Labor or call 1-866-487-2365. For more information about the CFRA, visit the California Department of Fair Employment and Housing or call 1-800-884-1684

To receive benefits, you must:

- File a claim for PFL benefits using SDI Online or by mail.
- Have earned at least $300 in wages that are subject to State Disability Insurance deductions (look for “CASDI” on your paystubs) during the 12-month base period of your claim.
- Provide proof of relationship for bonding claims (birth certificate or record, adoption paperwork, etc.).
- Have the care recipient’s physician/practitioner certify to the need for care by completing the Physician/Practitioner’s Certification for care claims.

You have an option in how you receive your benefit payments. If you are eligible to receive benefits, the EDD issues benefit payments by the EDD Debit Card through Bank of America or by check, which is mailed to you from the EDD. You do not have to accept the EDD Debit Card.

Claimants will be able to select their payment option when they file their claim.

EDD Debit Card: If eligible, benefit payments are issued on the EDD Debit Card within 24 hours of processing your certification and immediately available to you.

EDD Checks by Mail: If eligible, benefit payments are issued by EDD check within 24 hours of processing your certification. Allow 7 to 10 days for delivery of checks in the mail.

Approximately 18.7 million California workers are covered by the PFL program, which is funded through mandatory employee payroll deductions. If eligible, you can receive about 60 to 70 percent (depending on income) of wages earned 5 to 18 months before your claim start date (maximum wage replacement rate is $1,252 per week) for up to six weeks within any 12-month period.

San Francisco workers: Your employer may be required to provide supplemental compensation to you if you are receiving PFL benefits for bonding with a new child through birth, adoption, or foster care placement. For more information, visit the City and County of San Francisco, Office of Labor Standards Enforcement Paid Parental Leave Ordinance (PPLO).

Read more about Eligibility Requirements to find out if you qualify for PFL. To get started on a PFL claim, visit the Options to File for PFL Benefits page.

Have more questions? Visit our FAQs page.

PFL Self-Guided Training

View one of the following self-guided trainings for a brief overview of the PFL program:

- PFL Claimant Overview (PDF, 2.88 MB)
- PFL New/Expecting Mother Overview (PDF, 2.24 MB)
- PFL Employer Overview (PDF, 2.82 MB)
Findings about the PFL program:

- [Paid Family Leave Economic and Social Impact Study (PDF)](#)
- [Paid Family Leave Market Research Report 2015 (PDF)](#)

To request general program information or data about State Disability Insurance, complete the [State Disability Insurance Request for Information Form (DE 2541E) (PDF)](#) and return it to the EDD using the appropriate email address listed on the form.

**Note:** Inquiries about individual claims using this form will not be answered.
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARK C. SAVIGNAC
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D.C. Bar No. 995367

and

JULIA SHEKETOFF
1112 M St. NW #411
Washington, D.C. 20005
(202) 567-7195
D.C. Bar No. 1030225,

Plaintiffs,

v.

JONES DAY, STEPHEN J. BROGAN,
and BETH HEIFETZ,
51 Louisiana Ave. NW
Washington, D.C. 20001

Defendants.

COMPLAINT

1. Plaintiffs Mark C. Savignac and Julia Sheketoff are attorneys. They met while serving as law clerks at the Supreme Court of the United States. They married in 2017, and their son was born in 2019.

2. Defendant Jones Day is one of the largest, most politically influential law firms in the world. Defendant Stephen J. Brogan is Jones Day’s Managing Partner, exercising “autocratic”
power1 as “the final decision-maker on virtually every matter of significance.”2 Defendant Beth Heifetz is the head of Jones Day’s Supreme Court and appellate practice group, which Jones Day calls the “Issues & Appeals” group.

3. Julia and Mark worked as associates in the Issues & Appeals group.

4. Jones Day’s parental leave policy discriminates on the basis of sex and imposes archaic gender roles by giving eight more weeks of leave to all women than to men.

5. In opposition to these archaic gender roles, Julia and Mark wish to share equally in the responsibility of raising their son and to have equally close relationships with him, while also maintaining equal focus on their respective careers.

6. On January 16, 2019—shortly after their son was born, and after Julia had left Jones Day for another job—Julia and Mark emailed Jones Day to say that its leave policy discriminates on the basis of sex and to demand equal treatment for Mark.

7. In the same email, Julia and Mark stated that Jones Day’s black-box compensation system and its attempts to keep associate salaries secret are tailor-made to enable sex discrimination, that Julia and Mark had experienced such discrimination when Julia’s salary was affected by a discriminatory evaluation, and that it would be illegal for Jones Day to retaliate against Julia and Mark because of their opposition to sex discrimination.

8. Julia and Mark were referring to Jones Day’s having given Julia a raise that was smaller than it would otherwise have been (and smaller than the raises that her male colleagues received) because a male partner gave her a poor performance review for not showing him the degree of deference that he demands from female (but not male) attorneys.

2 https://www.jonesday.com/principlesandvalues/clientservices/ (as of July 5, 2019).
9. Three business days later, Jones Day fired Mark.

10. Jones Day fired Mark because of the January 16 email.

11. Defendants then continued to retaliate by prohibiting well-connected Jones Day partners who had worked closely with Mark and would have spoken highly of him from providing references in support of his search for a new job.

12. Julia and Mark suffered significant emotional and economic harm from Defendants’ retaliatory attacks, which occurred when Julia and Mark’s son was just two weeks old.

PARTIES

13. Plaintiff Mark C. Savignac is an appellate attorney in the District of Columbia. He was an associate in Jones Day’s Issues & Appeals practice group from 2017 until he was fired in January 2019.

14. Plaintiff Julia Sheketoff is an appellate attorney in the District of Columbia. She was an associate in Jones Day’s Issues & Appeals practice group from 2014 until 2018.

15. Defendant Jones Day is a general partnership with its principal place of business in the District of Columbia. Jones Day has more than 250 employees in the District of Columbia and more than 500 employees in the United States. All U.S.-based Jones Day partners, including the partners referenced in this Complaint, are equity partners and general partners of Jones Day.

16. Defendant Stephen J. Brogan is Jones Day’s Managing Partner. He works out of Jones Day’s office in Washington, D.C. At all relevant times, he acted in the interest of Jones Day.
17. Defendant Beth Heifetz is the leader of Jones Day’s Issues & Appeals practice group. She works out of Jones Day’s office in Washington, D.C. At all relevant times, she acted in the interest of Jones Day.

JURISDICTION AND VENUE

18. This Court has jurisdiction over this action because it arises under federal law. 28 U.S.C. § 1331.

19. This Court has supplemental jurisdiction over Plaintiffs’ D.C. law claims because they form part of the same case or controversy as Plaintiffs’ federal claims. 28 U.S.C. § 1367.

20. This Court has personal jurisdiction over Defendants because they are subject to the jurisdiction of the courts of the District of Columbia, both because they maintain their principal place of business in the District of Columbia and because Plaintiffs’ claims arise out of Defendants’ conduct of business in the District of Columbia. Fed. R. Civ. P. 4(k)(1); D.C. Code §§ 13-422, 13-423.

21. Venue lies in this District because a substantial part of the events giving rise to Plaintiffs’ claims occurred in the District of Columbia. 28 U.S.C. § 1391(b).

22. Julia filed a timely charge with the EEOC on June 18, 2019.

23. Mark filed a timely charge with the EEOC on June 19, 2019.

24. Plaintiffs’ Title VII claims are set forth here for the convenience of the parties and the Court. When the EEOC issues right-to-sue letters, Plaintiffs will pursue those claims.
FACTUAL ALLEGATIONS

I. Jones Day’s Black-Box Compensation System Enables Discrimination

25. Jones Day states that its “associate evaluations and compensation adjustments [are] based upon the subjective quality of each person’s overall contribution.”

26. During the first half of each year, Jones Day ostensibly determines “the subjective quality of each person’s overall contribution” during the previous year, which is used to set his or her salary through Jones Day’s “black-box” compensation system.

27. First, the partners with whom the associate worked during the previous year write evaluations of the associate’s performance.

28. Then, the Jones Day partnership writes a “consensus statement” for each associate that ostensibly reflects those performance evaluations.

29. Finally, Brogan approves each associate’s salary, which ostensibly is based on the associate’s consensus statement. The new salary takes effect in July.

30. Associates are not provided with copies of their evaluations or consensus statements.

31. Jones Day prohibits associates from discussing their salaries with one another or with anyone else.

32. The purpose of Jones Day’s salary confidentiality policy is to enable Jones Day to pay some attorneys less than others while keeping the lower-paid attorneys unaware of the disparate treatment.

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3 https://www.jonesday.com/principlesandvalues/associates/ (as of July 5, 2019).
33. In short, whereas most peer law firms set associate pay based on objective criteria, Brogan sets widely varying salaries for attorneys of the same class year through a secretive process based on subjective evaluations.

34. Because Jones Day prevents associates from learning whether they are being paid as well as similarly situated coworkers, this black-box compensation method enables discrimination by both the managing partner who sets the salaries and the individual partners whose evaluations feed into the consensus statements used to set the salaries.

II. Before He Opposed Sex Discrimination, Mark Had a Bright Future at Jones Day

35. Before he challenged Jones Day’s discriminatory parental leave policy, Mark had a successful career and a bright future there.

36. Mark graduated magna cum laude from Harvard Law School, where he was an Articles Editor on the Harvard Law Review. Following law school, Mark served as a law clerk at a federal court of appeals, a federal district court, and the Supreme Court of the United States.

37. In 2017, Jones Day offered Mark a position as an Issues & Appeals associate with a starting salary of $375,000 and a $350,000 Supreme Court clerkship bonus.

38. The offer confirmed that Mark would be “considered a member of the Class of 2011” (the year in which he finished law school), making him eligible for partner in 2020.

39. Like many other Supreme Court clerks who join Jones Day’s Issues & Appeals group, Mark was enticed by Jones Day’s offer of an above-market salary, a hefty signing bonus, interesting work, substantially lower billable hours expectations than peer firms, and virtual certainty that he would make partner if he so desired.

40. Mark began work at Jones Day in May 2017.

41. In July 2017, Mark’s salary was raised to $405,000.
42. Mark’s 2017 performance was evaluated during the first half of 2018.

43. During his performance review meeting, Heifetz read to Mark, word-for-word, each of his performance evaluations and his consensus statement.

44. Mark’s performance evaluations and consensus statement were very positive, reflecting his excellent performance for numerous partners across a range of cases.

45. Consistent with these rave reviews, Brogan approved a $95,000 raise, increasing Mark’s salary to $500,000 effective July 2018.

46. Mark’s 2018 performance was never formally evaluated because he was fired in January 2019, before the evaluation process unfolded.

47. Based on feedback from partners, Mark’s 2018 performance was consistent with his excellent 2017 performance.

48. Jones Day does not impose any billable hours requirement on its associates.

49. Yet Mark worked more than 1900 hours in 2018, demonstrating his commitment to Jones Day and its clients.

50. Mark did so even though a number of Issues & Appeals associates have been promoted or given large raises after working substantially fewer hours, and even though Heifetz instructs Issues & Appeals associates meeting with Supreme Court clerks who interview with Jones Day to tout the firm’s superior work-life balance as compared to peer firms.

51. In one telling indication of the esteem in which Mark was held before he challenged Jones Day’s parental leave policy, Heifetz entrusted him in mid-2018 with taking the lead in briefing a case in the Supreme Court of the United States.

52. While Issues & Appeals associates frequently draft Supreme Court briefs under the supervision of Jones Day partners, this request was out of the ordinary: Heifetz explained that the
partner on this case did not have her confidence, that she had suggested to Jones Day leadership that the case be taken away from him, and that she needed an associate who could ensure the quality of the firm’s Supreme Court filings.

53. Mark led the briefing, and the Supreme Court issued a very favorable ruling for Jones Day’s client.

54. If not for his challenge to Jones Day’s parental leave policy, Mark would likely have received a six-figure raise effective in July 2019.

55. Consistent with his excellent performance, Mark would have been promoted to partner in 2020—just like every Supreme Court clerk since at least 2014 who has remained at Jones Day until becoming eligible for promotion to partner.

III. Julia Faced Sex Discrimination at Jones Day

56. Julia graduated magna cum laude from New York University School of Law, where she was an Articles Editor on the New York University Law Review. Julia then served as a law clerk at a federal court of appeals, a federal district court, and the Supreme Court of the United States.

57. Julia joined Jones Day in October 2014.

A. Jones Day doctored Julia’s photograph to make her more “attractive”

58. Soon after Julia began work, she encountered sexism at Jones Day.

59. After her photograph was taken for Jones Day’s website, Julia, who is biracial, noticed that Jones Day had doctored the photograph.

60. The photograph was edited to lighten Julia’s skin and narrow her nose.

61. The apparent purpose of the alterations was to make Julia appear more Caucasian and (in the opinion of the editor) more attractive.
62. The photograph on the left is the original version, and the one on the right is the doctored version:

![Photographs](image_url)

63. On information and belief, Jones Day also doctored the photographs of at least two of Julia’s female friends at the firm.

64. On information and belief, Jones Day does not edit the photographs of its male employees to make them appear more Caucasian or more attractive.

65. Jones Day’s doctoring of Julia’s photograph reflects the archaic gender norms discussed throughout this Complaint.

**B. Jones Day discriminated against Julia in setting her salary**

66. The impact of Julia’s gender on her treatment by Jones Day was not limited to objectification. It also had an economic impact.
67. In three of her four years at Jones Day, Julia received substantial raises following the annual review process.

68. After her first annual evaluation, her salary was raised from $300,000 to $360,000.

69. After her second annual evaluation, her salary was raised to $425,000.

70. However, in Julia’s third year at Jones Day, she was assigned to work with a partner in another practice group, Partner A, to draft a memorandum for a Jones Day client.

71. In discussing the matter with Julia, Heifetz warned that Partner A is a “terrible writer.”

72. Partner A’s manner toward Julia was different from the manner he adopts toward similarly situated male associates. While Partner A adopts a fraternal and ingratiating demeanor with male associates, he was patronizing toward Julia.

73. Julia wrote an initial draft of the memorandum, and Partner A edited it.

74. Upon reviewing Partner A’s edits, Julia found that some of the edits rendered the memorandum misleading or unclear.

75. Unsure of how to respond but mindful of her obligation to Jones Day’s client, Julia consulted a well-respected male attorney in the Issues & Appeals group who had worked with Partner A in the past.

76. That male attorney advised Julia to speak up about the problems introduced by Partner A’s edits and try to improve the memorandum.

77. Julia followed his advice, suggesting further edits and explaining to Partner A why she believed that he should not implement all of his edits.
78. In response, Partner A sent Julia an email scolding her for second-guessing his edits. According to Partner A, it was inappropriate for Julia to suggest that his work could be improved or clarified; her role was simply to defer to him.

79. Julia has not received similar reactions from other male supervisors to whom she has suggested revisions, including other partners, two federal judges, and a Justice of the Supreme Court of the United States.

80. The male attorney whom Julia had consulted told her that he was surprised by Partner A's reaction and apologized for giving Julia what had turned out to be bad advice for her.

81. Other attorneys with whom Julia shared Partner A's email were shocked by its content and harshly critical tone.

82. In contrast to Julia's experience, Partner A is deferential to male associates who are similar to Julia aside from their sex (that is, former Supreme Court clerks in the Issues & Appeals group). He does not demand or expect deference from such male associates.

83. Indeed, Partner A has stopped by the male Issues & Appeals associates’ table in the Jones Day cafeteria to make self-deprecating remarks to the effect that the male associates are more intelligent than Partner A.

84. When Mark was assigned to work on a brief for Partner A, Partner A deferred to Mark on both substance and style.

85. But because Julia is a woman, Partner A wrote her a disingenuous, severely negative performance evaluation for being insufficiently deferential to him.

86. The evaluation unfairly criticized Julia’s work and her dedication to the project.
87. If a male Issues & Appeals associate had performed as Julia did, Partner A would not have scolded him or written a negative review; to the contrary, he would have written a positive review.

88. Partner A’s negative evaluation influenced Julia’s consensus statement for her 2016 work.

89. Julia’s 2017 raise, which was based on that consensus statement, was $15,000—a fifth of her raise the previous year—resulting in a salary of $440,000.

90. But for Partner A’s negative evaluation, Julia’s raise would have been larger than $15,000.

91. On information and belief, Julia’s raise was smaller than the raises received by male associates in the Issues & Appeals group the same year.

92. Julia did not work with Partner A during her fourth year at Jones Day.

93. After her fourth and final annual evaluation, Julia received an $85,000 raise, leaving her with a salary of $525,000.

94. Julia continued to feel the effects of Partner A’s discriminatory evaluation throughout the rest of her time at Jones Day.

95. Julia’s 2018 salary was lower than it would have been if not for her smaller 2017 raise, and, on information and belief, it was below the salaries of male Issues & Appeals associates whose salaries had been the same as Julia’s prior to 2017.

C. Sexism at Jones Day extends to the topic of parental leave

96. Julia also encountered sexism at Jones Day concerning the issue of parental leave.
97. On at least one occasion when Julia was present, Partner B—one of Jones Day’s most prominent partners—asked rhetorically: What would a man do on parental leave—watch his wife unload the dishwasher?

98. Partner B also needled a male associate on one of his cases for taking leave to care for a new child.

99. Another attorney has referred to Partner B as a “walking Title VII violation.”

100. Heifetz was well aware of Partner B’s penchant for expressing such views.

101. When Julia was slated to be the sole woman at a recruiting dinner for Supreme Court clerks that Partner B was hosting on behalf of the Issues & Appeals group, Heifetz told Julia that she should correct Partner B if he “misstated” Jones Day’s policy or attitude on parental leave.

102. On information and belief, Heifetz did not tell the male associates attending the dinner that their role was to contradict Partner B’s statements concerning parental leave.

103. Reflecting the same attitudes displayed by Partner B, Jones Day’s human resources staff presume that male associates who request parental leave are secondary caregivers and scrutinize their requests to be treated as primary caregivers.

IV. Jones Day’s Parental Leave Policy Discriminates on the Basis of Sex

104. Jones Day’s parental leave policy imposes sexist stereotypes and archaic gender roles.

105. The policy for associates is appended to this Complaint.

106. The policy for primary caregivers provides “18 weeks of paid leave” for biological mothers, but only “ten weeks of paid leave” for biological fathers.

107. By contrast, many peer law firms offer 18 weeks of paid leave to all primary caregivers on a gender-neutral basis.
108. Jones Day also grants adoptive parents who are primary caregivers “18 weeks of paid leave,” making biological fathers the only parents who do not receive 18 weeks of paid leave when they act as primary caregivers.

109. Primary caregivers of either sex may also take an additional six weeks of unpaid leave with Jones Day’s approval. On information and belief, Jones Day looks more favorably upon such requests when they come from female employees.

110. Jones Day labels the additional eight weeks of leave given to biological mothers but not biological fathers “disability leave.”

111. But that is just a label.

112. The reality is that Jones Day provides “the eight weeks” of “disability leave,” and (for primary caregivers) a total of “18 weeks of paid leave,” to all biological mothers without regard for how long they are disabled from performing legal work.

113. In line with this policy, pregnant female associates can arrange to take 18 weeks of paid leave even before they give birth and thus before they know how long they will be disabled from performing legal work.

114. Jones Day also advertises its parental leave policy to prospective employees as allotting 18 weeks of paid leave to mothers and 10 weeks of paid leave to fathers, omitting mention of any requirement that mothers be disabled.

115. For instance, Heifetz instructed Julia to tell Supreme Court clerks interviewing with Jones Day that the firm provides 18 weeks of paid leave to mothers and 10 weeks of paid leave to fathers, without further elaboration.
116. Jones Day’s Director of Human Resources acknowledged to Julia that Jones Day provides the full eight weeks of “disability leave” to all biological mothers without regard to disability.

117. Moreover, adoptive mothers are not disabled as a result of childbirth, yet Jones Day gives adoptive primary caregivers the same 18 weeks of paid leave that biological mothers receive, further confirming that Jones Day’s policy is to give every female associate who is a primary caregiver 18 weeks of paid parental leave regardless of disability.

118. While some mothers are disabled from performing legal work for eight weeks after childbirth, many others are not.

119. Indeed, within eight weeks of giving birth—during the period in which Jones Day deems all women disabled from performing legal work—Julia argued a case in the U.S. Court of Appeals for the D.C. Circuit, a more physically demanding task than the office work that Jones Day associates typically perform.

120. Serving as the primary caregiver during the first eight weeks after a new baby’s birth is also more physically demanding than performing office work as a Jones Day associate.

121. Jones Day’s discriminatory policy gives mothers more time to care for and bond with their babies than fathers receive.

122. Jones Day’s discriminatory policy gives female associates more time to enable their husbands to prioritize their careers over childcare than it gives to male associates to enable their wives to prioritize their careers over childcare.

123. Jones Day’s discriminatory policy thus reflects and reinforces archaic gender roles and sex-based stereotypes: men are breadwinners and women are caretakers.
124. The premise underlying Jones Day’s policy—that all women should be deemed physically disabled from performing legal work for a full eight weeks after giving birth—also reflects and reinforces the demeaning stereotype that women need special protection and reduced expectations from male-dominated institutions like Jones Day.

125. Jones Day’s discriminatory policy hurts women by encouraging discrimination against them.

126. In enacting the Family and Medical Leave Act—which entitles both mothers and fathers to 12 weeks of leave to care for a newborn child—Congress determined that “denial or curtailment of women’s employment opportunities has been traceable directly to the pervasive presumption that women are mothers first, and workers second.” *Nevada Department of Human Resources v. Hibbs*, 538 U.S. 721, 736 (2003).

127. Jones Day litigated an unsuccessful constitutional challenge to the Family and Medical Leave Act.

128. When it rejected Jones Day’s challenge, the Supreme Court added:

> Stereotypes about women’s domestic roles are reinforced by parallel stereotypes presuming a lack of domestic responsibilities for men. Because employers continued to regard the family as the woman’s domain, they often denied men similar accommodations or discouraged them from taking leave. These mutually reinforcing stereotypes created a self-fulfilling cycle of discrimination that forced women to continue to assume the role of primary family caregiver, and fostered employers’ stereotypical views about women’s commitment to work and their value as employees.

*Id.*

129. In short, when it comes to family leave, “standards that apply to one gender only have serious potential for encouraging employers to discriminate against employees ... of that gender.” 29 U.S.C. § 2601(a)(6).
130. On information and belief, this fear is realized at Jones Day, where mothers claim to have faced discrimination from partners who doubt their commitment to the firm because they are seen as domestic caretakers, while fathers are viewed as reliable hard workers who will not be burdened with domestic caretaking responsibilities because their wives will perform those tasks.

131. Moreover, because the parent who performs most caretaking responsibilities for a baby often becomes the default primary caretaker going forward, parental leave policies that position women as caretakers and men as breadwinners perpetuate stereotypical gender roles according to which women are responsible for the bulk of domestic duties, whether or not they also work outside the home.

132. Plaintiffs believe that generous parental leave is desirable as a means of ensuring that new children are well cared for and creating time for parent-child bonding.

133. Plaintiffs also believe that employees who are disabled from working should receive disability leave for as long as they are disabled.

134. But there is no legitimate basis for giving new mothers more time than new fathers to care for and bond with their children, nor for giving the husbands of female associates more time to focus on their own careers than the wives of male associates receive, nor for giving sex-based disability leave to employees who are not disabled.

135. Jones Day’s discriminatory policy hurts families—like Julia and Mark’s family—that seek to adopt an equal distribution of parental responsibilities, parental bonding, and career opportunities.

V. **Julia and Mark Challenged Jones Day’s Discriminatory Parental Leave Policy, and Defendants Retaliated by Firing Mark**

136. In 2018, Julia and Mark learned that they were expecting their first child.
137. Also in 2018, Julia decided to leave Jones Day to serve as an appellate public defender.

138. In opposition to the stereotypes imposed by Jones Day’s parental leave policy, Julia and Mark planned to share equally in the responsibilities of parenthood while also remaining equally dedicated to their careers.

139. Julia and Mark requested that Jones Day treat their family equally by giving Mark the same amount of parental leave as it would give to a female associate.

140. During her second-to-last week at Jones Day, Julia emailed Heifetz:

I was looking at the firm’s parental leave policy, and I noticed that Jones Day gives women 18 weeks of paid leave (and 24 weeks total [including six weeks of unpaid leave]) while it gives men 10 weeks of paid leave (and 16 weeks total). Eight of the weeks for women are labeled as disability leave, but the leave is not dependent upon whether women are actually disabled. Most women aren’t physically disabled from office work for such a long period and yet still get the full eight weeks of disability leave—and adoptive parents receive the full 18 weeks paid and 24 weeks total leave even though they are not disabled. That seems to reflect the traditional notion that women should bear most of the burden of childcare, which strikes me as unfairly discriminatory. I don’t object that the firm is socially conservative as a general matter, or that its selection of cases promotes those values, but in this case I think it goes too far in imposing those values on its employees.

For me, since Mark will be the primary caregiver, this will have a pretty big impact on my life, because I’ll end up staying out of work for the extra eight weeks that Mark cannot. For career reasons, I’d rather not do that. I would guess that the effects of the policy are similar for other women. Is there anything that I can do here? Would the firm treat Mark equally to female primary caregivers and grant him 18 weeks paid and 24 weeks total leave?

I’d be happy to discuss further. Thanks very much.

141. Heifetz responded: “I have passed this along to [Jones Day’s Human Resources Director] who will get back to you next week.”
142. The next week, the Human Resources Director called Julia and informed her that Jones Day was rejecting her request for equal treatment.

143. During the call, the Human Resources Director acknowledged that Jones Day’s policy is to grant all new mothers 18 weeks of paid leave regardless of how long they are actually disabled.

144. Fearing that Jones Day might retaliate, Mark emailed the following to the Human Resources Director and Heifetz:

Julia let me know that you decided to reject our request that Jones Day amend its discriminatory parental leave policy. Thank you for your consideration.

Needless to say, I oppose your practice, which is made illegal by Title VII. You may know that it is also illegal to retaliate against an employee who opposes discrimination.

145. The Human Resources Director responded by providing legal citations that Jones Day ostensibly relied on in rejecting Julia’s request.

146. On January 16, 2019, shortly after their son was born, Julia and Mark sent the following email to the Human Resources Director and Heifetz:

We have closely reviewed the case law, including the two cases you rely on. We have also discussed the matter with other competent attorneys. Your cases do not support Jones Day’s discriminatory policy, which is illegal under Title VII and D.C. law.

Jones Day’s policy is also inconsistent with the EEOC enforcement guideline you mention. Regardless, your reliance on the guideline example is misplaced because EEOC’s interpretations of the substantive provisions of Title VII do not receive Chevron deference, and courts routinely reject them. E.g., Young v. UPS, 135 S.Ct. 1338, 1351-52 (2015).

Because our son has now been born and because Julia made the prior request whereas I will be the named plaintiff, I write to say: Give me the treatment that Jones Day gives to all women with new children—18 weeks of paid leave and 6 weeks of unpaid leave—or
else I will file a charge with EEOC and then a class-action lawsuit, and the matter will be decided in the D.C. Circuit and in the court of public opinion. We are very familiar with the D.C. Circuit and confident that we will win.

I am aware that Jones Day’s black-box compensation system and its attempts to keep associate salaries secret are tailor-made to enable sex discrimination, including retaliation. We ourselves experienced this when Julia’s salary was cut in relative terms based on a negative review from a partner who, in hindsight, clearly treated her worse because she is a woman. As you know, Title VII prohibits retaliation for opposition to sex discrimination.

147. Julia and Mark sent this email in good faith.

148. Heifetz and the Human Resources Director did not respond.

149. Three business days later, on January 22, 2019, Jones Day fired Mark.

150. Jones Day fired Mark without warning or explanation by emailing him the following letter:

Please be advised that effective 5:00 p.m. today, January 22, 2019, your at-will employment as an associate with Jones Day is terminated.

We will return any personal belongings that are in your office to you at your home address as soon as practicable. Please return all Firm property that is in your possession immediately.

Enclosed is the Firm’s check in the sum of $2,655.65 in full payment for the earnings due to you for the period from January 16 to January 22.

Please direct any questions regarding employment benefits to Human Resources Manager, Saundra Madyun at 202-879-3921.

151. Minutes after the termination email was sent, as Julia and Mark cradled their newborn son and absorbed the news that Mark was now unemployed, a Jones Day representative knocked on their door and delivered the same letter by hand.
152. Jones Day’s termination letter is the only response to the January 16 email that Julia and Mark ever received.

153. Jones Day fired Mark because of the January 16 email’s challenge to its parental leave policy.

154. On information and belief, the final decision to fire Mark was made by Brogan, who (according to Jones Day’s own website as of the time Mark was fired) wields ultimate authority “to make all management decisions” and “is the final decision-maker on virtually every matter of significance for the Firm.”

155. Mark was on leave from the day his son was born until he was terminated.

156. As Defendants anticipated, Mark’s sudden termination was shocking and psychologically harmful to Julia and Mark.

157. As Defendants further anticipated, Mark’s sudden termination was also harmful to Julia and Mark’s two-week-old son, as a result of its psychological effects on his caretakers.

VI. Defendants Continued To Retaliate Even After Firing Mark

158. Defendants’ retaliation against Julia and Mark did not end when they fired Mark.

159. Mindful of the need to convince prospective employers that his termination from Jones Day was not based on his performance, Mark emailed three well-connected partners he had worked with—Partner C, Partner D, and Partner E—to request that they serve as employment references for him.

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5 https://www.jonesday.com/principlesandvalues/clientservices/ (as of July 5, 2019).
160. Partner C immediately responded: “I have been out this week and was not aware you’d left. Gosh! I would be very happy to serve as a reference, of course. Just let me know how I can help.”

161. Unfortunately, Heifetz caught wind of Mark’s reference requests and worked quickly to prevent him from obtaining references that would help him get a new job.

162. She reached out to Partner C, Partner D, and Partner E and asserted that Jones Day policy prohibited them from providing a reference for Mark.

163. That is not Jones Day’s true policy.

164. Rather, Jones Day lawyers routinely provide references for outgoing and former Jones Day employees who seek other positions.

165. Heifetz was well aware that this is Jones Day’s true policy.

166. Indeed, Heifetz had previously given Julia express authorization to write a letter of recommendation for an outgoing Jones Day employee who was applying to law school.

167. In a separate incident, Heifetz again expressly authorized Julia to write a reference letter recommending a former Jones Day employee to a prospective employer.

168. On information and belief, in other instances Heifetz has learned that Jones Day attorneys were serving or intended to serve as references for other current or former Jones Day employees but has not acted to prevent them from doing so.

169. On information and belief, Heifetz has herself served as a reference for outgoing or former Jones Day employees.

170. Heifetz went out of her way to prevent partners from providing references for Mark—contrary to her prior practice—because Julia and Mark had challenged Jones Day’s parental leave policy.
171. After Heifetz’ interference, Mark received the following by email from Partner D:

Jones Day’s policy is not to provide substantive recommendations, and only to confirm dates of employment. Despite that, I (and only I) have been authorized to speak with potential employers and to provide a reference by phone. I will be able to speak only about the work we did together; I won’t be able to answer any other questions.

172. Partner D’s email confirms that Jones Day’s true policy actually is to “provide substantive recommendations” whenever Jones Day chooses to do so.

173. On information and belief, the individuals who authorized only Partner D to speak to prospective employers were Brogan and/or Heifetz.

174. Defendants sabotaged Mark’s job search by allowing him only a single reference, who would be forbidden from either discussing Mark’s reputation among other lawyers at Jones Day or answering the key question of whether Mark’s departure from Jones Day was performance-based.

175. Defendants did not choose Partner D because he had the most experience with Mark’s work.

176. To the contrary, both Partner C and Partner E have done more (and more recent) work with Mark than has Partner D.

177. But, on information and belief, Defendants did not trust Partner C or Partner E to support their illegal decision to fire Mark.

178. Partner D is a Jones Day insider and Heifetz’ heir apparent for leadership of the Issues & Appeals group.

179. Partner C and Partner E recently joined Jones Day from the Obama Administration.
180. Defendants’ decision to deviate from Jones Day’s ordinary practice by authorizing only Partner D to provide a reference for Mark and by limiting the topics that he could address was further retaliation for Julia and Mark’s challenge to Jones Day’s parental leave policy.

181. Mark’s attempts to find a new job were gravely impeded by the absence of the strong references from well-connected partners that he would have received but for Defendants’ retaliation.

182. As a result of the unlawful retaliation recounted above, Julia and Mark have suffered and will continue to suffer psychological harm and economic loss.
SEX DISCRIMINATION: PARENTAL LEAVE (COUNTS I-III)

COUNT 1
SEX DISCRIMINATION IN VIOLATION OF TITLE VII
(on behalf of Julia and Mark against Jones Day)

183. Plaintiffs re-allege and incorporate every allegation in this Complaint.

184. Jones Day’s parental leave policy discriminates on the basis of sex by giving eight
more weeks to female as compared to male associates to care for and bond with their new children.

185. Jones Day’s parental leave policy imposes and reinforces harmful stereotypes and
archaic gender roles.

186. As a result of Jones Day’s discriminatory policy, Mark has suffered and continues
to suffer harm, including but not limited to financial loss, impairment to his name and reputation,
humiliation, and psychological harm.

187. As a result of Jones Day’s discriminatory policy, Julia had to take a longer period
of parental leave from her own job than the husband of a female Jones Day employee would have
had to take from his job, and she has suffered and continues to suffer harm, including but not
limited to financial loss and psychological harm.

188. Julia and Mark are entitled to all remedies available for violations of Title VII.
COUNT II
SEX DISCRIMINATION IN VIOLATION OF THE EQUAL PAY ACT OF 1963,
29 U.S.C. § 206(d)
(on behalf of Mark against Jones Day)

189. Plaintiffs re-allege and incorporate every allegation in this Complaint.

190. Jones Day pays women who are primary caregivers for 18 weeks of leave, but pays men who are primary caregivers for only ten weeks of leave.

191. Jones Day denied Mark the amount of paid leave provided to female Issues & Appeals associates of the same level of seniority in the D.C. office, even though those associates perform work which requires equal skill, effort, and responsibility, and which is performed under similar working conditions.


193. Mark is entitled to all remedies available for violations of the Equal Pay Act.
COUNT III
SEX DISCRIMINATION IN VIOLATION OF THE D.C. HUMAN RIGHTS ACT,
D.C. Code § 2-1401 et seq.
(on behalf of Julia and Mark against Jones Day)

194. Plaintiffs re-allege and incorporate every allegation in this Complaint.

195. Jones Day’s parental leave policy discriminates on the basis of sex by giving eight
more weeks to female as compared to male associates to care for and bond with their new children.

196. Jones Day’s parental leave policy imposes and reinforces harmful stereotypes and
archaic gender roles.

197. As a result of Jones Day’s discriminatory policy, Mark has suffered and continues
to suffer harm, including but not limited to financial loss, impairment to his name and reputation,
humiliation, and psychological harm.

198. As a result of Jones Day’s discriminatory policy, Julia had to take a longer period
of parental leave from her own job than the husband of a female Jones Day employee would have
had to take from his job, and she has suffered and continues to suffer harm, including but not
limited to financial loss and psychological harm.

199. Julia and Mark are entitled to all remedies available for violations of the Human
Rights Act.
SEX DISCRIMINATION: JULIA'S SALARY (COUNTS IV-VI)

COUNT IV
SEX DISCRIMINATION IN VIOLATION OF TITLE VII
(on behalf of Julia against Jones Day)

200. Plaintiffs re-allege and incorporate every allegation in this Complaint.

201. Jones Day paid Julia less than she would otherwise have received because Partner A wrote her a negative performance evaluation because she is a woman.

202. Jones Day thereby discriminated against Julia with respect to her compensation because of her sex.

203. Jones Day discriminated against Julia with respect to the terms of her employment by intentionally maintaining uniform, firm-wide policies and procedures that had a disparate impact on her because of her sex.

204. Jones Day’s black-box compensation system—including its reliance on highly subjective evaluations by the firm’s heavily male partnership and its prohibition on associates disclosing their salaries to one another—enables and conceals sex discrimination.

205. Julia experienced such discrimination when Jones Day paid her less because Partner A wrote her a negative performance evaluation because she is a woman.

206. As a result of Jones Day’s discrimination, Julia has suffered and continues to suffer harm, including but not limited to financial loss, humiliation, and psychological harm.

207. Julia is entitled to all remedies available for violations of Title VII.
COUNT V
SEX DISCRIMINATION IN VIOLATION OF THE EQUAL PAY ACT OF 1963,
29 U.S.C. § 206(d)
(on behalf of Julia against Jones Day)

208. Plaintiffs re-allege and incorporate every allegation in this Complaint.

209. Jones Day discriminated against Julia on the basis of sex by paying her less than it paid male employees in its D.C. office for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

210. On information and belief, beginning not later than July 2017 and continuing until Julia’s departure in August 2018, Jones Day paid Julia a lower annual salary than it pays to male associates of the same level of seniority in the Issues & Appeals group in the D.C. office.

211. The jobs of Issues & Appeals associates of the same level of seniority are jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

212. Because Partner A wrote Julia a negative performance evaluation because she is a woman, Jones Day paid her less than male Issues & Appeals associates.

213. As a result of Jones Day’s denial of equal pay, Julia has suffered and continues to suffer harm, including but not limited to financial loss, humiliation, and psychological harm.

214. Julia is entitled to all remedies available for violations of the Equal Pay Act.
COUNT VI
SEX DISCRIMINATION IN VIOLATION OF THE D.C. HUMAN RIGHTS ACT,
D.C. Code § 2-1401 et seq.
(on behalf of Julia against Jones Day)

215. Plaintiffs re-allege and incorporate every allegation in this Complaint.

216. Jones Day paid Julia less than she would otherwise have received because Partner A wrote her a negative performance evaluation because she is a woman.

217. Jones Day thereby discriminated against Julia with respect to her compensation because of her sex.

218. Jones Day discriminated against Julia with respect to the terms of her employment by intentionally maintaining uniform, firm-wide policies and procedures that had a disparate impact on her because of her sex.

219. Jones Day’s black-box compensation system—including its reliance on highly subjective evaluations by the firm’s heavily male partnership and its rule that associates are prohibited from disclosing their salaries to one another—enables and conceals sex discrimination.

220. Julia experienced such discrimination when Jones Day paid her less because Partner A wrote her a negative performance evaluation because she is a woman.

221. As a result of Jones Day’s discrimination, Julia has suffered and continues to suffer harm, including but not limited to financial loss, humiliation, and psychological harm.

222. Julia is entitled to all remedies available for violations of the Human Rights Act.
RETTIATION (COUNTS VII-IX)

COUNT VII
RETTIATION IN VIOLATION OF TITLE VII
(on behalf of Julia and Mark against Jones Day)

223. Plaintiffs re-allege and incorporate every allegation in this Complaint.

224. Julia and Mark engaged in protected activity by opposing sex discrimination made unlawful by Title VII and expressing their intention to file a charge with the EEOC and a lawsuit.

225. Jones Day fired Mark because of this protected activity.

226. Heifetz prohibited other Jones Day lawyers from providing employment references for Mark, in a departure from her prior practice and the practice followed by Jones Day attorneys, because of the protected activity described above.

227. On information and belief, Brogan and Heifetz selectively authorized only Partner D to provide a limited employment reference for Mark and prohibited other well-connected partners from doing so because of the protected activity described above.

228. As a result of Defendants’ conduct, Julia and Mark have suffered and continue to suffer harm, including but not limited to financial loss, impairment to their name and reputation, humiliation, and psychological harm.

229. On information and belief, Defendants’ conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted with an evil motive and in callous disregard of Plaintiffs’ rights, entitling Plaintiffs to punitive damages.

230. Plaintiffs are entitled to all remedies available for violations of Title VII.
COUNT VIII
RETAIIATION IN VIOLATION OF THE FAIR LABOR STANDARDS ACT,
(on behalf of Julia and Mark against Jones Day)

231. Plaintiffs re-allege and incorporate every allegation in this Complaint.

232. Julia and Mark engaged in protected activity by complaining about sex
discrimination made unlawful by the Equal Pay Act and conveying their intent to file a charge
with the EEOC and a lawsuit.

233. Jones Day fired Mark because of this protected activity.

234. Heifetz prohibited other Jones Day lawyers from providing employment references
for Mark, in a departure from her prior practice and the practice followed by Jones Day attorneys,
because of the protected activity described above.

235. On information and belief, Brogan and Heifetz selectively authorized only Partner
D to provide a limited employment reference for Mark and prohibited other well-connected
partners from doing so because of the protected activity described above.

236. As a result of Defendants’ conduct, Julia and Mark have suffered and continue to
suffer harm, including but not limited to financial loss, impairment to their name and reputation,
humiliation, and psychological harm.

237. On information and belief, Defendants’ conduct was intentional, deliberate, willful,
malicious, and reckless, and was conducted with an evil motive and in callous disregard of
Plaintiffs’ rights, entitling Plaintiffs to punitive damages.

238. Plaintiffs are entitled to all remedies for violations of the Fair Labor Standards Act,
including liquidated damages.
COUNT IX
RETIATION IN VIOLATION OF THE D.C. HUMAN RIGHTS ACT,
D.C. Code § 2-1401 et seq.
(on behalf of Julia and Mark against all Defendants)

239. Plaintiffs re-allege and incorporate every allegation in this Complaint.

240. Julia and Mark engaged in protected activity by opposing sex discrimination made
unlawful by the Human Rights Act and stating their intent to file an EEOC charge and a lawsuit.

241. Jones Day fired Mark because of this protected activity.

242. On information and belief, Brogan ordered or approved Mark’s termination
because of the protected activity described above.

243. On information and belief, Heifetz ordered, recommended, or otherwise sought to
procure Mark’s termination because of the protected activity described above.

244. Heifetz prohibited other Jones Day lawyers from providing employment references
for Mark, in a departure from her prior practice and the practice followed by Jones Day attorneys,
because of the protected activity described above.

245. On information and belief, Brogan and Heifetz selectively authorized only Partner
D to provide a limited employment reference for Mark and prohibited other well-connected
partners from doing so because of the protected activity described above.

246. As a result of Defendants’ conduct, Julia and Mark have suffered and continue to
suffer harm, including but not limited to financial loss, impairment to their name and reputation,
humiliation, and psychological harm.

247. On information and belief, Defendants’ conduct was intentional, deliberate, willful,
malicious, and reckless, and was conducted with an evil motive and in callous disregard of
Plaintiffs’ rights under the Human Rights Act, entitling Plaintiffs to punitive damages.

248. Plaintiffs are entitled to all remedies for violations of the Human Rights Act.
FAMILY AND MEDICAL LEAVE ACT INTERFERENCE (COUNTS X and XI)

COUNT X
INTERFERENCE IN VIOLATION OF THE FAMILY AND MEDICAL LEAVE ACT
(on behalf of Mark against Jones Day)

249. Plaintiffs re-allege and incorporate every allegation in this Complaint.

250. The Family and Medical Leave Act (FMLA) provides twelve weeks of job-protected family leave to care for a new baby.

251. Jones Day interfered with Mark’s taking of protected family leave by terminating his employment while he was on leave.

252. As a result of Jones Day’s conduct, Mark has suffered and continues to suffer harm, including financial loss, impairment to his name and reputation, humiliation, and psychological harm.

253. Mark is entitled to all remedies available for violations of the FMLA.
COUNT XI
INTERFERENCE IN VIOLATION OF THE DISTRICT OF COLUMBIA
FAMILY AND MEDICAL LEAVE ACT,
D.C. Code § 32-501 et seq.
(on behalf of Mark against Jones Day)

254. Plaintiffs re-allege and incorporate every allegation in this Complaint.

255. The D.C. FMLA provides sixteen weeks of job-protected family leave to care for a new baby.

256. Jones Day interfered with Mark’s taking of protected family leave by terminating his employment while he was on leave.

257. As a result of Jones Day’s conduct, Mark has suffered and continues to suffer harm, including financial loss, impairment to his name and reputation, humiliation, and psychological harm.

258. On information and belief, Jones Day’s conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted with an evil motive and in callous disregard of Mark’s rights under the D.C. FMLA.

259. Mark is entitled to all remedies available for violations of the D.C. FMLA.
PRAYER FOR RELIEF

Plaintiffs request the following relief for the violations set forth in this Complaint:

a. A declaratory judgment that Jones Day’s parental leave policy is unlawful;

b. A declaratory judgment that Jones Day violated Title VII, the Equal Pay Act, the Human Rights Act, the Fair Labor Standards Act, the FMLA, and the D.C. FMLA;

c. A permanent injunction against Defendants from engaging in the unlawful practices described in this Complaint;

d. Reinstatement, or front pay in lieu of reinstatement;

e. Back pay, lost benefits, recovery of penalties, and other lost compensation;

f. Compensatory, liquidated, and punitive damages;

h. An imposition of penalties available under applicable laws;

i. Litigation costs and expenses, including reasonable attorneys’ fees;

j. Pre-judgment and post-judgment interest; and

j. Any other relief that the Court deems just and proper.

JURY TRIAL DEMANDED

Dated: August 13, 2019

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Jones Day is devoted to the importance of family and maintains an environment in which our lawyers can practice at the highest professional levels and have rewarding family lives. Among the benefits it provides to parents, the Firm gives lawyers who are primary caregivers, regardless of gender, ten weeks of paid leave and six weeks of unpaid leave after the birth of a child. Birth mothers are eligible to receive an additional eight weeks of paid leave under the Firm’s short term disability policy. For adoptive parents, Jones Day provides eighteen weeks of paid leave, regardless of gender.

Today, two former associates—Mark Savignac and Julia Sheketoff—sued Jones Day claiming that the ten weeks of paid leave and six weeks of unpaid leave Mr. Savignac was offered when he and Ms. Sheketoff had a child constituted gender discrimination because he was not eligible for the paid disability leave offered to birth mothers. Ignoring both the law and biology, Mr. Savignac and Ms. Sheketoff complain that this generous family leave policy, which is fully consistent with guidance of the Equal Employment Opportunity Commission, perpetuates gender stereotypes because the Firm does not require birth mothers to submit medical evidence proving that childbirth has had a physical impact on them sufficient to justify disability leave. Neither the law nor common sense requires such intrusive disclosures. Jones Day’s adoptive leave policy, which is gender neutral, reflects the fact that adoptive parents face unique demands on their time and finances that differ from
those faced by biological parents—such as extended foreign travel and adoption-related legal and administrative hurdles.

Mr. Savignac's claim that he was retaliated against for espousing his legally indefensible view of Jones Day's family leave policy is both false and self-indulgent. In August 2018, Mr. Savignac and Ms. Sheketoff raised questions about the legal basis for the leave policies, and the Firm responded to those questions. No adverse actions were taken against either of them in response to their inquiries. Five months later, Jones Day terminated Mr. Savignac's employment because it concluded that he showed poor judgment, a lack of courtesy to his colleagues, personal immaturity, and a disinterest in pursuing his career at Jones Day—all of which are apparent in an intemperate email he sent to a member of our professional staff and in the complaint itself. Mr. Savignac exhibited open hostility to the Firm, demanding that he be given what he wants "or else" and claiming hardship under circumstances that no reasonable person would view as anything but exceptionally generous.

The gratuitous allegation that Ms. Sheketoff, who voluntarily left the Firm in August 2018, was a victim of gender pay discrimination is false and was not made in good faith. Ms. Sheketoff was a highly paid associate who made more than her husband despite the fact that her reviews from multiple partners were mixed, her contribution to billable client representations was below expectations, and her attention was focused on idiosyncratic concerns. Reflecting the frivolousness of her claims, Ms. Sheketoff resorts to the sensationalized allegation that the Firm doctored her website photo "to conform to the firm's Caucasian standards of female beauty." Jones Day never altered any photographs of Ms. Sheketoff, and in fact, Ms. Sheketoff personally selected the precise photo that was used on the Firm's website.

Jones Day intends to try this case in court, not in the media, and will have no further comment beyond the pleadings and proofs in the case.

*Jones Day is a global law firm with more than 2,500 lawyers in 43 offices across five continents. The Firm is distinguished by: a singular tradition of client service; the mutual commitment to, and the seamless collaboration of, a true partnership; formidable legal talent across multiple disciplines and jurisdictions; and shared professional values that focus on client needs.*

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AUGUST 2019 | AWARDS & RANKINGS

The Best Lawyers in America© 2020 recognizes 260 Jones Day lawyers

AUGUST 2019 | FIRM NEWS

Thomas York elected to leadership of State Bar of Texas Antitrust Section

AUGUST 2019 | FIRM NEWS

Jones Day adds Intellectual Property partner Nicole Smith in Los Angeles
ACLU, DADS REACH HISTORIC PAID PARENTAL LEAVE CLASS ACTION SETTLEMENT WITH JPMORGAN CHASE

CHASE TO PAY $5 MILLION TO MALE EMPLOYEES WHO ALLEGEDLY WERE DENIED PARENTAL LEAVE ON THE BASIS OF SEX

MAY 30, 2019

NEW YORK — The American Civil Liberties Union, the ACLU of Ohio, and Outten & Golden LLP announced a first-of-its-kind class action settlement with JPMorgan Chase (Chase) on behalf of male employees who allege they were unlawfully denied access to paid parental leave on the same terms as mothers from 2011 to 2017.

Under the proposed class settlement, filed today in an Ohio federal court, Chase will continue to maintain its current gender neutral parental leave policy, which was clarified following the filing of Mr. Rotondo’s discrimination charge, train those administering the policy on its gender neutral application, and pay $5 million to fathers who claim they were denied the opportunity to take additional paid parental leave as primary caregivers.

The Chase settlement is the first class action lawsuit to settle sex discrimination claims for a class of fathers who claim they were denied the opportunity to receive equal paid parental leave given to mothers.

“'I love my children, and all I wanted was to spend time with them when they were born,” said Derek Rotondo, the Chase employee who filed the sex discrimination charge that led to the class settlement. “I’m proud that since I filed my charge, Chase has clarified its policy to ensure that both male and female employees who wish to be the primary parental caregiver have equal access to those benefits.”

In a class complaint filed today along with the settlement, Mr. Rotondo alleges that when he sought to take 14 weeks of “primary caregiver” leave after his son was born, he was told by Chase’s H.R. department that mothers were presumptively considered primary caregivers, eligible for the full 16 weeks of paid parental leave, while fathers...
were eligible for two weeks of paid parental leave unless they could show that their spouses or partners were incapacitated or had returned to work.

In 2016, Chase increased the overall amount of paid parental leave available to its employees from 12 weeks to 16 weeks, with non-primary caregivers receiving two weeks of paid parental leave. This was far above the average paid parental leave available at most American companies. (As of mid-2018, Chase provides nonprimary caregivers with six weeks of paid parental leave.) Mr. Rotondo’s lawsuit recognizes the generosity of Chase’s parental leave policy, but insisted that the full amount of primary caregiver leave should be equally available to men and women.

“We are pleased to have reached an agreement in this matter and look forward to more effectively communicating the policy so that all men and women employees are aware of their benefits,” said Reid Broda, JPMorgan Chase & Co. Associate General Counsel. “We thank Mr. Rotondo for bringing the matter to our attention.”

In June 2017, Mr. Rotondo filed a charge with the Equal Employment Opportunity Commission (EEOC) alleging that Chase’s policies and practices constituted sex discrimination in violation of Title VII of the federal Civil Rights Act and state law. Shortly after the charge was filed, Chase granted Mr. Rotondo the full 16 weeks of caregiver leave, and in December 2017 Chase clarified its policy to ensure equal access to all those seeking to serve as the primary caregiver to their new child, regardless of gender.

“While sixteen weeks of parental leave is quite generous, and we wish more companies would follow Chase’s lead, caregiving leave must also be offered on an equal basis to men and women,” said Galen Sherwin, senior staff attorney with the ACLU’s Women’s Rights Project. “Unfortunately, the gender stereotype that raising children is a woman’s job is still prevalent, and is reflected in far too many corporate policies. We are pleased that Chase is committed to ensuring that its parental leave system meets the needs of today’s families.”

“All parents, regardless of their sex, deserve fair paid leave,” said Peter Romer-Friedman, an Outten & Golden civil rights attorney. “Even as some companies like Chase expand the amount of paid leave to their employees, it is important for all to remember that these policies must follow our historic civil rights laws. We hope that other fathers like Derek Rotondo will take a stand for gender equality at their companies. Derek’s courageous action in this case will benefit thousands of families.”
“Paid parental leave is crucial for all parents, and it should be up to families, not employers, what their caregiving arrangements will look like,” said Freda Levenson, legal director for the ACLU of Ohio. “In order for women to compete on an even playing field at work, we need to ensure that men can play an active role at home.”

In today’s filing, Mr. Rotondo is seeking approval from the court to certify a class of male Chase employees who were denied paid primary caregiver leave and preliminarily approve a settlement between the class of dads and Chase. The settlement creates a $5 million fund to compensate the class members, as well as to pay legal fees and administrative costs. Before the settlement can go into effect, the district court will need to provide notice to the class members about their rights under the settlement, allow the class members to file claim forms to receive compensation from the settlement fund, and hold a hearing to determine whether the settlement is fair, adequate, and reasonable. Chase is not admitting liability in the settlement.

The ACLU mourns the tragic loss of Lenora Lapidus, director of the ACLU’s Women’s Rights Project, who was one of the senior attorneys on this case. The Women’s Rights Project was co-founded by Supreme Court Justice Ruth Bader Ginsburg in 1970. Lenora saw the *Rotondo v. Chase* case as a continuation of Justice Ginsburg’s strategy during her tenure at the ACLU of representing men as caregivers in order to break down gender stereotypes. She was very pleased with the result in this case, and hoped that it would have a ripple effect and cause other companies to adopt more equitable parental leave policies. Chase extends its condolences on Lenora’s tragic passing.

The Complaint, Settlement Agreement, and Motion for Preliminary Approval can be found here: [https://www.aclu.org/cases/jp-morgan-chase-eeoc-complaint](https://www.aclu.org/cases/jp-morgan-chase-eeoc-complaint)

More information about the case can be found here: [www.outtengolden.com/parentalleave](http://www.outtengolden.com/parentalleave)

**CONTACT INFORMATION**

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125 Broad Street  
18th Floor  
New York, NY 10004  
United States  
(212) 549-2666

**RELATED ISSUES**
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

DEREK ROTONDO, on behalf of himself and all others similarly situated,

Plaintiff,

v.

JPMORGAN CHASE Bank, N.A.,

Defendant.

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

Plaintiff Derek Rotondo (“Plaintiff” or “Mr. Rotondo”) brings this class action on behalf of himself and all others similarly situated against Defendant JPMorgan Chase Bank, N.A. (“Defendant” or “Chase”). Plaintiff complains and alleges as follows:

INTRODUCTION

1. Mr. Rotondo brings this action to challenge Chase’s policies and practice of discriminating against birth fathers in the provision of paid parental leave.

2. During his employment with Chase, Mr. Rotondo and his wife have had two children. After the birth of both of his children, Mr. Rotondo was eligible for and took paid parental leave under Chase’s paid parental leave policy, but Chase limited the amount of paid parental leave that Mr. Rotondo was eligible to take on the basis of his sex.

3. Until revising its procedures in December 2017, Chase presumptively treated biological mothers as primary caregivers who are eligible for 16 weeks of paid parental leave and presumptively treated fathers as non-primary caretakers who are eligible for 2 weeks of paid parental leave. Chase’s policy previously afforded primary caregivers 12 weeks of paid parental
leave while affording non-primary caregivers 1 week of paid parental leave. Beginning March 1, 2016, and retroactively for births occurring on or after December 8, 2015, Chase’s policy afforded primary caregivers 16 weeks of paid parental leave and afforded non-primary caregivers 2 weeks of paid parental leave. Under both versions of the policy prior to December 2017, as they were applied by Chase, fathers could only be treated as primary caregivers if they were able to show that their spouse or domestic partner had returned to work or that they were the spouse or domestic partner of a mother who was medically incapable of caring for the child. Birth mothers did not need to make a similar showing.

4. Mr. Rotondo initiated this action to challenge Chase’s policy that discriminated against male employees by affording birth fathers less parental leave than what Chase offered to birth mothers.

5. By depriving fathers of paid parental leave benefits that are equal to what Chase afforded to birth mothers, Chase’s policies and practices constituted sex discrimination in the terms and conditions of employment. These policies and practices constituted a sex-based classification and a sex-based stereotype that violates Title VII of the federal Civil Rights Act, 42 U.S.C. § 2000e-2(a)(1)-(2), and equivalent antidiscrimination laws in effect in numerous other states. Chase’s policies replicated gender stereotypes about the caregiving roles of mothers and fathers and prevented Mr. Rotondo and other birth fathers from taking paid parental leave that was presumptively afforded to birth mothers unless they established that they were the primary caregiver.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to 42 U.S.C. § 2000e-5(f)(3) and 28 U.S.C. § 1331, because Plaintiff is asserting federal claims under Title VII of the Civil
Rights Act. This Court has supplemental jurisdiction over Plaintiff’s state-law claims pursuant to 28 U.S.C. § 1367.

7. This Court has personal jurisdiction over Defendant Chase, as the alleged unlawful employment practice was allegedly committed in this District, and employment records relevant to such employment practice are maintained and administered in this District.

8. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and 42 U.S.C. § 2000e-5(f)(3) because Chase operates and does business here, maintains business records in Ohio, and alleged unlawful employment practices were committed in this District.

PARTIES

Plaintiff

9. Named Plaintiff Derek Rotondo is and was at all relevant times a resident of Ohio and an employee of Defendant. He files this action on behalf of himself and others similarly situated.

Defendant

10. Defendant is and was at all relevant times a financial services company with its home office, as designated by its articles of association, in Ohio.

11. Chase employs over 250,000 employees and operates branches and offices nationwide.

12. At all relevant times, Defendant was an employer within the meaning of Title VII, the Ohio Fair Employment Practices Law, Ohio Rev. Code Ann. § 4112.02(A) (“FEPL”); the New York State Human Rights Law, N.Y. Exec. § 296 et seq. (“NYSHRL”); the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 et seq. (“NYCHRL”); the California Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq. (“FEHA”); the Washington State

**EXHAUSTION OF ADMINISTRATIVE REMEDIES**


14. Plaintiff received his Right to Sue letter on February 8, 2019.

**FACTUAL ALLEGATIONS**

15. Mr. Rotondo began working for Chase in 2010. Since that time, he has worked for Chase in Ohio. He has worked in several different positions during his time at Chase, and
currently works as an Associate and Investigator in Global Security and Investigations on the National Vulnerable Adult Investigations team.

16. Mr. Rotondo’s first child was born in 2015. Chase’s parental leave policy in effect at that time (“the pre-2016 Policy”) provided that employees who were non-primary caregivers were eligible for 1 week of paid parental leave, while employees who were primary caregivers were eligible for 12 weeks of paid parental leave.

17. Following the birth of his first child on May 2, 2015, Mr. Rotondo took one week of paid parental leave pursuant to Chase’s pre-2016 Policy and one week of accrued paid time off. Mr. Rotondo would have served as the primary caregiver and would have taken more than one week of paid parental leave had he been eligible to do so under the pre-2016 Policy, but he was not eligible to receive a greater amount of paid parental leave as a primary caregiver because of the presumption in Chase’s policy that treated men differently from women.

18. Chase changed its parental leave policy in March 2016, retroactive to births occurring on or after December 8, 2015. The revised policy (“the 2016 Policy”) allowed primary caregivers of newly born or adopted children to receive up to 16 weeks of paid parental leave to care for a child and allowed non-primary caregivers to receive up to 2 weeks of paid parental leave to care for a child.

19. The 2016 Policy further specified that to change status from non-primary to primary caregiver, an employee would have to demonstrate that the employee had become the primary caregiver. To do so, Chase required that the employee’s spouse or domestic partner had returned to work, or that the employee was the spouse or domestic partner of a mother who is medically incapable of any care of the child.

20. In 2016, Mr. Rotondo’s wife became pregnant with their second child.
21. On or about May 15, 2017, three weeks before the birth of his second child, Mr. Rotondo contacted Chase’s “Ask Access HR” service by phone to request that he be allowed to take 16 weeks of paid leave as a primary caregiver upon the birth of his second child. Ask Access HR is a unit within Chase that answers questions related to some of Chase’s human resources policies, including—at that time—Chase’s parental leave policy.

22. During Mr. Rotondo’s May 15 conversation with Access HR, a representative stated that Chase’s policy that was in effect at the time—the 2016 Policy—provided up to 16 weeks of paid parental leave to primary caregivers to be taken consecutively immediately following the birth or placement of a child, but provided 2 weeks of paid parental leave to non-primary caregivers. But the AccessHR representative further informed Mr. Rotondo that Chase presumptively considers mothers to be primary caregivers, and that he could qualify as the primary caregiver if: (1) he showed that his wife had returned to work before the expiration of 16 weeks, or (2) he submitted documentation showing that his wife was “medically incapable” of providing any care for their child.

23. That same day, May 15, 2017, following Mr. Rotondo’s conversation with Access HR, Mr. Rotondo contacted Access HR in writing via a web portal to confirm that the information he had received over the phone was correct. Later that day, he received a response from an Access HR representative stating that “As per our policy Birth Mothers are what we consider as the Primary Caregivers [sic],” and confirming that per Chase’s policy, a father may be considered the primary caregiver if (1) his spouse or domestic partner who is the primary caregiver returns to work prior to using all 16 weeks, in which case the father could utilize the remaining balance of the 16 weeks; or (2) the mother is “medically incapable of any care of the
child,” in which case the father must provide documentation from his spouse or domestic partner’s physician of that incapacity.

24. From these conversations, Mr. Rotondo understood that under Chase’s 2016 Policy, if he were a birth mother, he would be presumptively eligible to receive 16 weeks of paid parental leave as a primary caregiver, regardless of whether his spouse had returned to work or was medically capable of providing any care for their child, but that as a birth father, he was presumptively limited to two weeks of paid parental leave immediately following his child’s birth, unless he could make an additional showing that he fell under one of the two delineated exceptions to the default primary caregiver rule.

25. On June 6, 2017, Mr. Rotondo’s wife gave birth to their second child, another boy. His wife experienced a normal delivery without any complications and recovered well from childbirth.

26. In 2017, after the birth of his second child, Mr. Rotondo did not qualify as a primary caregiver under the first exception to Chase’s 2016 Policy, because his wife, as a teacher, has the summer off and therefore Mr. Rotondo could not demonstrate that his wife had returned to work. If Mr. Rotondo had been the child’s birth mother, he presumptively would have been able to receive the full 16 weeks of paid parental leave as a primary caregiver, regardless of whether or not his spouse was working during the 16-week parental leave period.

27. Mr. Rotondo did not qualify for the second exception as a primary caregiver under Chase’s 2016 Policy, because his wife had no medical limitations on her ability to provide “any care” for their child.

28. In June 2017, Mr. Rotondo was initially only approved to take paid parental leave for two weeks following the birth of his second child.
29. On June 15, 2017, Plaintiff timely filed a Charge of Discrimination with the EEOC challenging Chase’s policy and practice of denying primary caregiver leave to fathers and alleging class-wide discrimination on the basis of sex and sex stereotypes on behalf of himself and a class of other similarly situated male employees.

30. Upon information and belief, Chase’s practice of treating birth mothers as the presumptive primary caregiver prevented, discouraged, and deterred Mr. Rotondo and other birth fathers employed by Chase from seeking to apply to be primary caregivers, from being approved as primary caregivers, and from receiving the full amount of paid parental leave for which they would otherwise have been eligible had they been eligible birth mothers.

31. In addition, upon information and belief, Chase engaged in a pattern or practice of implementing the pre-2016 and 2016 Policies in which Chase’s staff and third-party agents informed birth fathers like Mr. Rotondo that birth fathers could not qualify as primary caregivers because mothers were presumptively considered primary caregivers, because men could not qualify as primary caregivers, and/or because certain birth fathers did not meet any of the exceptions that would permit them to be primary caregivers.

32. Upon information and belief, many birth fathers were prevented, discouraged, and deterred from applying to be primary caregivers or were outright denied the opportunity to be primary caregivers under Chase’s paid parental leave program, due to Chase’s pre-2016 and 2016 Policies and due to Chase’s pattern or practice in implementing its parental leave policies.

33. Chase has discriminated against Mr. Rotondo and other birth fathers employed by Chase pursuant to a company-wide policy, pattern, or practice that discriminates against men and that causes them to receive employee benefits that are inferior to those provided to birth mothers. Chase’s 2016 Policy treated birth mothers as presumptive primary caregivers, eligible for 16
weeks of paid parental leave, without regard to whether their domestic partner or spouse was working or able to provide care for the child, while it treated birth fathers as presumptively non-primary caregivers, eligible for 2 weeks of paid parental leave, and requiring birth fathers to demonstrate that their spouses or domestic partners had returned to work or that the mothers of their children were medically incapable of any care of the children if they wished to qualify as primary caregivers.

34. In December 2017, Chase changed its policy to eliminate gender-specific language, and to make clear that fathers as well as mothers were eligible to be designated as primary caregivers.

CLASS ALLEGATIONS

35. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a Plaintiff Class of male employees of Chase nationwide who were denied primary caregiver status or deterred by Chase from seeking primary caregiver leave following the birth of a child under Chase’s paid parental leave policy. Plaintiff will seek to certify the Plaintiff Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

Rule 23(a)

36. **Plaintiff Class Definition.** Plaintiff brings each claim set forth herein pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) on behalf of the following persons:

All male employees of Chase nationwide who took the maximum amount of non-primary caregiver leave available under Chase’s policy in effect at the time for the birth of one or more child (either one week or two weeks depending on the time period, would have otherwise qualified for paid parental leave, but did not take primary leave, and whose
request for non-primary or primary parental leave or leave was within the applicable statute of limitations period(s) for the federal and state claims raised herein.

37. The Plaintiff seeks class certification for purposes of the prosecution of all state and federal claims alleged herein. The limitations period for each federal or state law claim is the full statute of limitations period for each such claim.

38. **Numerosity.** The Plaintiff Class is so numerous that joinder of all members is impracticable. Chase employs hundreds of thousands of individuals in dozens of states across the United States. Upon information and belief, thousands of birth fathers employed by Chase were eligible to seek paid parental leave as a primary caregiver under Chase’s pre-2016 and 2016 Policies if they intended to serve as the primary caregiver of their child, and many of these individuals were disqualified or deterred from seeking or taking paid parental leave as primary caregivers under Chase’s policies and practices.

39. **Commonality.** There are numerous questions of law or fact that are common to the Class Members. Upon information and belief, proposed Plaintiff Class Members were subjected to and injured by the same policies and practices under which birth fathers were denied access to paid parental leave equal to that afforded to birth mothers.

40. Plaintiff and Plaintiff Class Members experienced the same type of harm due to Chase’s policies and practices, because Chase presumptively treated them as non-primary caregivers eligible for substantially fewer weeks of parental leave than birth mothers, while presumptively treating birth mothers as primary caregivers.

41. The questions of law or fact that are common to Class Members include:

(a) Whether the 2016 Policy and the pre-2016 Policy violated Title VII, the Ohio Fair Employment Practices Law, and other state anti-discrimination laws by
denying birth fathers eligibility for paid parental leave as primary caregivers, unless they could demonstrate that they were a spouse or domestic partner of a mother who had returned to work or who was medically incapable of any care of the child, while birth mothers were presumptively treated as eligible primary caregiver leave without being required to make any such showing;

(b) Whether the pre-2016 Policy violated the Ohio Fair Employment Practices Law, and other state anti-discrimination laws by limiting birth fathers to one week of paid parental leave while affording birth mothers access to a substantially greater number of weeks of paid maternity leave;

(c) Whether and what types of injunctive and/or declaratory relief should be ordered with respect to Chase’s policies and practices;

(d) Whether and what types and amounts of damages should be awarded to Plaintiff and members of the proposed Plaintiff Class.

42. **Typicality.** The claims of Plaintiff are typical of the claims of the Plaintiff Class he seeks to represent. The claims of Plaintiff arise from the same policies and practices and rely upon the same legal theories and factual allegations that the challenged policies and practices violate Title VII, the Ohio Fair Employment Practices Law and the equivalent state antidiscrimination statutes of other states in which Chase does business.

43. **Adequacy.** Plaintiff will adequately represent the members of the Class, does not have any conflicts with the other Class Members, and is represented by experienced counsel who have substantial experience in civil rights and employment discrimination and class action litigation, and who will vigorously prosecute the action on behalf of the Class. Plaintiff
understands his obligations as a class representative, has already undertaken steps to fulfil them, and is prepared to continue to fulfill his duties as a class representative in this action.

**Rule 23(b)(3)**

44. This action is also properly maintainable as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

45. The questions of law and fact common to the members of the Plaintiff Class predominate over questions affecting individual Class Members, and a class action is superior to other available methods for the fair and efficient resolution of this controversy.

46. By resolving the common issues described above in a single class proceeding, each member of the proposed Plaintiff Class will receive a determination of whether Chase’s policies and practices violated Title VII and various state anti-discrimination laws in the same uniform manner.

47. Members of the Class do not have a significant interest in individually controlling the prosecution of separate actions. The Class Members’ potential damages are modest compared to the expense and burden of prosecuting a complex action like this.

48. Other than this action, no litigation concerning sex discrimination in the provision of paid parental leave has been commenced by any member of the Plaintiff Class against Chase.

49. Prosecuting this case as a single class action will ensure that there are not inconsistent judgments and that a single injunction and rule will apply to all employees of Chase nationwide, no matter where they reside.

50. Concentration of the litigation in this forum is desirable, as this action challenges company-wide policies and practices, and it will benefit the Plaintiff Class Members to have all of their claims and defenses adjudicated in a single proceeding.
COUNT I

Violation of Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e et seq.

51. Plaintiff hereby re-alleges and incorporates by reference, as if fully set forth herein, each and every allegation of this Complaint.

52. Title VII makes it “an unlawful employment practice for an employer . . . to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s . . . sex.” 42 U.S.C. § 2000e-2(a). This provision prohibits intentional discrimination based on sex, including sex-based classifications and sex-based stereotypes, in the provision of employee benefits such as paid parental leave.

53. Chase’s pre-2016 and 2016 Policies treated mothers as presumptively eligible for primary caregiver leave, while treating fathers as presumptively ineligible for primary caregiver leave. They therefore imposed a sex-based classification that treated birth fathers in a manner that, but for their sex, would be different had they been birth mothers.

54. The pre-2016 and 2016 Policies also rely upon and enforce a sex-based stereotype that women are or should be caretakers of children, and that women do or should remain at home to care for a child following the child’s birth, while men are not or should not be caretakers and instead men do or should return to work shortly after the birth of a child.

55. By instituting and operating these discriminatory policies and practices, Chase has intentionally treated male and female employees differently with respect to the compensation, terms, conditions, and privileges of employment, in violation of Title VII of the Civil Rights Act of 1964. 42 U.S.C. § 2000e-2(a).

56. As a result of Defendant’s unlawful sex discrimination, Plaintiff and members of the proposed Class have suffered significant harm, including the loss of the paid time off, emotional pain and suffering, and other nonpecuniary losses.
COUNT II

(VIolation of State Laws of OH, NY, CA, WA, AK, KY, ME, NJ, NC, SD, VT, WV, AR, LA, MI, MN, OR, TN, and DC)

57. Plaintiff hereby re-alleges and incorporates by reference, as if fully set forth herein, each and every allegation of this Complaint.

59. Chase’s pre-2016 and 2016 Policies treated mothers as presumptively eligible for primary caregiver leave, while treating fathers as presumptively ineligible for primary caregiver leave. They therefore imposed a sex-based classification that treated birth fathers in a manner that, but for their sex, would be different had they been birth mothers.

60. The pre-2016 and 2016 Policies also rely upon and enforce a sex-based stereotype that women are or should be caretakers of children, and that women do or should remain at home to care for a child following the child’s birth, while men are not or should not be caretakers and instead men do or should return to work shortly after the birth of a child.

61. By instituting and operating these discriminatory policies and practices, Chase has intentionally treated male and female employees differently with respect to the compensation, terms, conditions, and privileges of employment, in violation of the District of Columbia and state laws set forth above.

62. As a result of Defendant’s unlawful sex discrimination, Plaintiff and members of the proposed Class have suffered significant harm, including the loss of the paid time off, emotional pain and suffering, and other nonpecuniary losses.

**PRAYER FOR RELIEF**

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the following relief:

A. Declaratory relief, including but not limited to a declaration that Chase’s 2016 and pre-2016 Policies violated Title VII and other equivalent anti-discrimination laws of the numerous states identified above;

B. Injunctive relief, including but not limited to an order that Chase preserve a gender-neutral paid parental leave policy, with the 2017 Policy serving as a floor
unless a more generous policy is adopted; and that Chase provide training on the
2017 Policy to all managers, human resources personnel, and any third-party
contractors employed by Chase to implement Chase’s employee benefits policies
to ensure that they are implemented in a gender-neutral manner.

C. Monetary relief, including compensation for the value of any lost paid parental
leave suffered by Plaintiff and the Class Members, and compensatory and
consequential damages, including for emotional distress;

D. Attorneys’ fees and costs to the extent allowable by law;

E. Such other relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a jury on all matters alleged herein.

Dated: May 30, 2019

Respectfully submitted,

/s/ Freda Levenson
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Attorneys for Plaintiff and the Putative Class
JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE

This Joint Stipulation of Settlement Agreement and Release (the “Agreement”) is entered into by and between Derek Rotondo (the “Named Plaintiff”), on behalf of himself and the class of individuals he seeks to represent (“Settlement Class Members”) (collectively with the Named Plaintiff, “Plaintiffs”) on the one hand, and JPMorgan Chase Bank, N.A. (“Defendant”) on the other (together with Plaintiffs, the “Parties”).

RECITALS

WHEREAS, on June 15, 2017, the Named Plaintiff filed a class charge of discrimination (the “Charge”) with the United States Equal Employment Commission (“EEOC”) alleging Defendant discriminated against fathers on the basis of their sex in the provision of paid parental leave, in violation of Title VII of the federal Civil Rights Act and Ohio State law;

WHEREAS, Defendant denies the allegations raised by the Named Plaintiff in the EEOC Charge and denies that it has committed any wrongdoing or violated any federal, state or local laws pertaining to its parental leave policy, and further denies that it is liable with respect to the alleged facts or causes of action asserted in the Litigation;

WHEREAS, on April 16, 2018 and May 14, 2018, the Parties participated in a mediation in Atlanta, Georgia, which was conducted by experienced mediator Hunter Hughes, Esq., and reached a settlement of the claims of the Named Plaintiff and the Settlement Class Members;

WHEREAS, Class Counsel represents that they analyzed and evaluated the merits of the claims made against Defendant, conducted interviews with putative class members, obtained and reviewed documents relating to Defendant’s parental leave policy, and analyzed personnel and salary data, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that, if not settled now, the matter would proceed to litigation which might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs; and

WHEREAS, without admitting or conceding any liability or damages whatsoever, Defendant agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of this matter on the following terms and conditions.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. Acceptance Period. “Acceptance Period” means the one hundred and eighty (180) days that a Settlement Class Member has to sign and negotiate a Settlement Check.

1.2. Agreement. “Agreement” means this Joint Stipulation of Settlement Agreement and Release.
1.3. **Attorneys’ Fees.** “Attorneys’ Fees” means the attorneys’ fees payable to Class Counsel in connection with the Litigation, including those incurred prior to filing the Litigation, which the Court approves.

1.4. **Charity.** “Charity” means the charitable organization or organizations that may receive unclaimed settlement funds as described herein. The Parties shall identify an organization or organizations to serve as the Charity if there are unclaimed settlement funds.

1.5. **Claim Form.** “Claim Form” means the Claim Form, as approved by the Court in substantially the form of the document attached hereto as Exhibit A, which a Settlement Class Member must submit in order to receive a Settlement Check.

1.6. **Claim Form Deadline.** “Claim Form Deadline” means the date that is sixty (60) days after the date the Settlement Administrator initially mails the Notice and Claim Form to Settlement Class Members, except that in the event that the Settlement Administrator re-mails the Notice to any Settlement Class Member pursuant to Section 2.5(E) of this Agreement because the first mailing was returned as undeliverable or because a Settlement Class Member has requested a reissued Notice, the Claim Form Deadline shall be the later of sixty (60) days from the initial mailing or forty five (45) days from the date of re-mailing. In no event, however, shall the deadline to return a Claim Form extend beyond seventy-five (75) days from the date of the initial mailing of the Notice and Claim Form.

1.7. **Class Counsel; Plaintiffs’ Counsel.** “Class Counsel” or “Plaintiffs’ Counsel” means Outten & Golden LLP and the American Civil Liberties Union Women’s Rights Project.

1.8. **Class List.** “Class List” means the list of Settlement Class Member(s), and shall be comprised of the information as to each Settlement Class Member set forth in Section 2.5(A) of this Agreement.

1.9. **Complaint.** “Complaint” has the meaning set forth in Section 2.4(A) of this Agreement.

1.10. **Court.** “Court” means the United States District Court for the Southern District of Ohio or, in the event of a transfer, the transferee court.

1.11. **Cure Claim Bar Date.** “Cure Claim Bar Date” has the meaning set forth in Section 2.6(C) of this Agreement.

1.12. **Cure Letter.** “Cure Letter” has the meaning set forth in Section 2.6(C) of this Agreement.

1.13. **Days.** “Days” means business days if the specified number is less than ten, and calendar days if the specified number is ten or greater.

1.14. **Defendant.** “Defendant” means JPMorgan Chase Bank, N.A.

1.15. **Defendant’s Counsel.** “Defendant’s Counsel” means Jenner & Block LLP.

1.16. **Fairness Hearing.** “Fairness Hearing” means the hearing before the Court relating to the Motion for Judgment and Final Approval of the Settlement (“Final Approval Motion”).
1.17. **Final Approval Order.** “Final Approval Order” means the order entered by the Court after the Fairness Hearing, approving the terms and conditions of this Agreement, distribution of the Settlement Checks and Service Payment, and dismissal of the Litigation with prejudice. A proposed version of the Final Approval Order shall be submitted to the Court in the form attached hereto as Exhibit B.

1.18. **Gross Settlement Amount.** “Gross Settlement Amount” means the Five Million Dollars ($5,000,000.00) that Defendant has agreed to pay to settle the Litigation as set forth in this Agreement. The Gross Settlement Amount shall be inclusive of payroll taxes except as described in Subsection 3.1(A).

1.19. **Litigation.** “Litigation,” means the lawsuit captioned *Rotondo v. JPMorgan Chase & Co.*, to be filed in the Court.

1.20. **Litigation Expenses.** “Litigation Expenses” means the reasonable costs and expenses incurred by Class Counsel in connection with the Litigation, including those incurred prior to filing the Litigation, which are approved by the Court.

1.21. **Named Plaintiff.** “Named Plaintiff” means Derek Rotondo.

1.22. **Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross Settlement Amount after deductions for: (1) Court-approved Attorneys’ Fees and Litigation Expenses; (2) the Court-approved Service Payment to the Named Plaintiff, as described in Section 3.3 below; and (3) any costs for notice and administration of the Settlement in excess of Fifty Thousand Dollars ($50,000).

1.23. **Notice or Notices.** “Notice” or “Notices” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing. The Notice shall inform Settlement Class Members of the estimated benefits available under the Settlement.

1.24. **Objector.** “Objector” means an individual who files a valid and timely objection pursuant Section 2.8 of this Agreement, and does not include any individual who opts out of the Settlement pursuant to this Agreement.

1.25. **Opt-out Period.** “Opt-out Period” means the date that is sixty (60) days from the mailing of the Notice to the Settlement Class Member.

1.26. **Opt-out Statement.** “Opt-out Statement” is a written signed statement submitted pursuant to Section 2.7 of this Agreement by an individual Settlement Class Member who has elected to opt out of, and therefore not participate in, the Settlement.

1.27. **Parties.** “Parties,” as set forth in the Introduction, shall mean, collectively, Named Plaintiff and Defendant.

1.28. **Plaintiffs.** “Plaintiffs” shall mean the Named Plaintiff and Settlement Class Members.

1.29. **Preliminary Approval Motion.** “Preliminary Approval Motion” has the meaning set forth in Section 2.4(A) of this Agreement.
1.30. **Preliminary Approval Order.** “Preliminary Approval Order” means the order entered by the Court preliminarily approving the terms and conditions of this Agreement and directing the manner and timing of providing the Notices and Claim Forms to the Settlement Class Members. A proposed version of the Preliminary Approval Order shall be submitted to the Court in the form attached hereto as Exhibit C.

1.31. **Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means the account established and maintained in accordance with Treasury Regulation § 1.468B-1 et seq. by the Settlement Administrator for the Gross Settlement Amount paid by Defendant. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s Preliminary Approval Order and Final Approval Order. Interest, if any, earned on the QSF will become part of the Gross Settlement Amount.

1.32. **Release.** “Release” has the meaning set forth in Section 4.1(A) of this Agreement.

1.33. **Service Payment.** “Service Payment” has the meaning set forth in Section 3.3 of this Agreement.

1.34. **Settlement.** The “Settlement” means the settlement contemplated by and described in this Agreement.

1.35. **Settlement Administrator.** The “Settlement Administrator” will be RG2 Claims Administration, LLC, which was selected by Class Counsel.

1.36. **Settlement Award.** The “Settlement Award” is the portion of the Net Settlement Amount to be received by each Settlement Class Member who submits a valid and timely Claim Form, based on the allocation formula as described in Section 3.4 herein.

1.37. **Settlement Checks.** “Settlement Checks” means checks issued to each Settlement Class Member who submits a valid and timely Claim Form(s) for the amount of their individual Settlement Award.

1.38. **Settlement Class Members.** “Settlement Class Members” means all male employees of Defendant nationwide who took the maximum amount of non-primary caregiver leave available under Defendant’s policy in effect at the time of the birth of one or more child (either 1 week or 2 weeks depending on the time period) during the Settlement Class Period, or if applicable, the State Settlement Class Periods, and would have otherwise qualified for paid primary caregiver leave, but did not take primary caregiver leave. Whether an individual is entitled to compensation pursuant to the Settlement, including whether the individual intended to serve as the primary parental caregiver of their child and was denied or deterred by Defendant from seeking primary caregiver leave shall be determined by the Settlement Administrator pursuant to the process described in Section 2.6.

1.39. **Settlement Class Period.** “Settlement Class Period” shall apply to all Settlement Class Members who worked in any state outside of those included in the State Settlement Class Periods defined in Section 1.41 below, and shall be from August 19, 2016 (three hundred (300) days prior to filing of the June 15, 2017 Charge) through December 4, 2017. The Settlement Class Member’s non-primary caregiver leave or request for non-primary or primary caregiver leave must have occurred during the Settlement Class Period or within
sixteen (16) weeks before the Settlement Class Period (as the person still would have been eligible for paid parental leave benefits during the Settlement Class Period). In the event a Settlement Class Member worked in one of the states included in Section 1.41, the longer State Settlement Class Period shall apply, and the Settlement Class’s Members’ request for leave must have occurred during the State Settlement Class Period or either sixteen (16) weeks or twelve (12) weeks prior to the period, depending on the state as described infra Section 1.41.

1.40. Settlement Effective Date. “Settlement Effective Date” shall be the date after the day upon which the Settlement has been finally approved by the Court and: (a) any appeals of the Final Approval Order have been resolved with no further rights to appeal; or (b) the time for any appeals from these orders have expired with no appeals having been taken. In the case of no appeal, the Settlement Effective Date will be thirty-one (31) days after the Final Approval Order.

1.41. State Settlement Class Periods. For Settlement Class Members who worked for Defendant in the following states, “State Settlement Class Periods” shall be the following periods. The Settlement Class Member’s non-primary caregiver leave or request for non-primary or primary caregiver leave must have occurred during the applicable State Settlement Class Period or within twelve (12) weeks before the State Settlement Class Period (as the person still would have been eligible for paid parental leave benefits during the State Settlement Class Period), except that for Arkansas, Louisiana, Minnesota, North Carolina, Oregon, South Dakota, Tennessee and District of Columbia the Settlement Class Member’s non-primary caregiver leave or request for non-primary or primary caregiver leave must have occurred during the applicable State Settlement Class Period or within sixteen (16) weeks before the State Settlement Class Period.

- **Alaska, Maine, New Jersey, and West Virginia**: June 15, 2015 through December 4, 2017
- **Michigan, New York, Washington, and Vermont**: June 15, 2014 through December 4, 2017
- **California**: June 15, 2013 through December 4, 2017
- **Kentucky**: June 15, 2012 through December 4, 2017
- **Ohio**: June 15, 2011 through December 4, 2017
- **Arkansas, Louisiana, Minnesota, North Carolina, Oregon, South Dakota, Tennessee, and District of Columbia**: June 15, 2016 through December 4, 2017

1.42. Supplemental Release. “Supplemental Release” has the meaning set forth in Section 4.1(B) of the Agreement.

2. APPROVAL AND CLASS NOTICE
2.1. **Binding Agreement.** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

2.2. **Retention of the Settlement Administrator.** The Settlement Administrator will be responsible for all aspects of the claims administration process, including: locating Settlement Class Members; reviewing and validating Claim Forms; calculating Settlement Class Members’ Settlement Awards; calculating income, payroll, and any other taxes to be withheld from Settlement Class Members’ Settlement Awards, the Service Payment, or from other payments made by the Settlement Administrator; responding to Settlement Class Member inquiries; resolving disputes relating to Settlement Class Members’ Settlement Awards; promptly reporting to the Parties the substance and status of any challenges or disputes raised by Settlement Class Members; mailing Notices to Settlement Class Members in accordance with the Court’s Preliminary Approval Order; distributing a Service Payment to the Named Plaintiff; distributing Settlement Checks; preparing a declaration regarding its due diligence in the claims administration process for submission to the Court; and performing such other duties as the Parties may direct or as are specified herein. The Settlement Administrator will be responsible for providing the aforementioned services, as appropriate, to Settlement Class Members whose names appear on the Class List.

(A) The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement, except that Plaintiffs shall not have access to the Class List or information regarding individual Settlement Class Members other than as authorized in this Agreement. The Settlement Administrator will provide weekly reports to the Parties regarding the status of the mailing of the Notices to Settlement Class Members; the claims administration process (including the number of Opt-out Statements and objections received); the substance and status of disputes raised by Settlement Class Members regarding the calculation of Settlement Awards; and distribution of the Settlement Checks.

(B) The Parties agree to cooperate with the Settlement Administrator and to provide such information as is necessary to allow the Settlement Administrator to discharge its duties hereunder.

2.3. **EEOC Charge**

(A) On February 8, 2019, the EEOC issued a right to sue letter to the Named Plaintiff. The Settlement resolves all of the issues the Named Plaintiff raised in his EEOC Charge, including class claims, and the Settlement is contingent, consistent with Section 5.4 of this Agreement, on the Parties’ understanding that the EEOC has completed its work on this matter.

2.4. **Preliminary Approval Process**

(A) Subject to Section 2.3 above, within twenty-one (21) days after the execution of this Agreement, Plaintiffs will file in Court a class action complaint (“Complaint”) and Motion for Preliminary Approval of the Settlement seeking certification of a nationwide Settlement Class under Fed. R. Civ. P. 23(b)(3) and as defined in this Agreement as needed to effectuate the Settlement, and solely for the purpose of Settlement (“Preliminary Approval Motion”). Defendant shall not oppose such
certification for the purpose of approval of this Settlement, and Defendant will consent, only for the purpose of filing the Complaint and obtaining final approval of the Settlement, to the exercise of personal jurisdiction and venue in the Court. In connection with the Preliminary Approval Motion, Plaintiffs will submit to the Court a proposed Notice in the form attached hereto as Exhibit D; a proposed Claim Form in the form attached hereto as Exhibit A; a proposed distribution method for the Gross Settlement Amount and calculation of the Settlement Awards as described in Section 3.4 herein; and a proposed Preliminary Approval Order.

(B) The proposed Preliminary Approval Order will include the findings required by Fed. R. Civ. P. 23(a) and 23(b)(3). The Preliminary Approval Motion also will seek the setting of date(s) for individuals to opt out of this Settlement or provide objections to this Settlement, which date will be sixty (60) days from the mailing of the Notice to Settlement Class Members, and request a Fairness Hearing for final approval of the Settlement before the Court at the earliest practicable date. In no event shall the date for the Fairness Hearing be earlier than one hundred and twenty (120) days after the issuance of the Preliminary Approval Order.

(C) In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a Final Approval Order and a judgment of dismissal that will, among other things: (1) approve the Settlement as fair, adequate and reasonable; (2) incorporate the terms of the Release and Supplemental Release described in Section 4.1, below, and otherwise described herein; (3) dismiss the Litigation with prejudice; (4) award Class Counsel Attorneys’ Fees and Litigation Expenses; and (5) award a Service Payment to the Named Plaintiff as more fully set forth herein. Defendant will not oppose the Preliminary Approval Motion.

(D) If the Court denies the Preliminary Approval Motion, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such denial and to seek reconsideration of the ruling or order denying approval and/or Court approval of a renegotiated settlement (without any change to the Gross Settlement Amount). If, despite the Parties’ efforts, the Court continues to deny the Preliminary Approval Motion, the Litigation will resume as if no settlement had been attempted. In that event, the certification of any such Settlement Class and any related amendments to pleadings shall be null and void without prejudice to either the Named Plaintiff or Defendant seeking respectively to certify or oppose certification of any class in the Litigation.

(E) The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and final judgment and dismissal.

(F) Following the entry of the Preliminary Approval Order and no later than ninety (90) days prior to the Fairness Hearing, Defendant shall timely provide notice as required by the Class Action Fairness Act (“CAFA”) and provide copies of such notice to Class Counsel.

2.5. Notice to Settlement Class Members
(A) Within ten (10) days of the Court’s issuance of a Preliminary Approval Order, Defendant will provide to the Settlement Administrator, in electronic form, the Class List. The Class List shall include, for each Settlement Class Member, the following information: name, work state, Social Security Number, last known address, last known telephone number, and the number of times the Settlement Class Member took non-primary caregiver leave during the applicable Settlement Class Period or State Settlement Class Period, as that information exists on file with Defendant (“Class List”). Defendant will supply the number of times Settlement Class Members took non-primary caregiver leave by listing the settlement Class Members multiple times on the Class List, e.g., one time for each period of leave taken. Additionally, the Class List may include employees who did not take the full amount of available non-primary caregiver leave. Notwithstanding their appearance on the Class List, such employees shall not be considered Settlement Class Members and shall not be entitled to a Settlement Award. Defendant shall provide the foregoing information and the information provided by Defendant shall comprise the Class List.

(B) The Class List will be held in the strictest confidence by the Settlement Administrator. To the extent the Class List, or any components thereof, is made available to the Parties and their counsel pursuant to this Agreement, all Parties and their counsel also shall hold the Class List and components thereof in the strictest confidence. Defendant and the Settlement Administrator shall not supply Class Counsel with the Class List except that the Settlement Administrator may supply Class Counsel with such access only to the extent necessary to effectuate this Agreement, and only to the extent necessary to ensure their effective representation of Settlement Class Members. (Such information includes but is not limited to, for each Settlement Class Member who submits a Claim Form, the person’s name, address, telephone number and email address, as well as a copy of the Settlement Class Member’s Claim Form if in the Administrator’s judgment Class Counsel requires such information to effectively represent Settlement Class Members). The Settlement Administrator will upon request certify to Class Counsel that Defendant has provided it with the Class List. If a Settlement Class Member contacts Class Counsel during the notice period, Class Counsel may ask the Settlement Administrator to verify that the person is, in fact, on the Class List.

(C) Within fifteen (15) days of the Court’s issuance of the Preliminary Approval Order, the Settlement Administrator will send to all Potential Settlement Class Members the Court-approved Notice and Claim Form and First Class United States Mail, postage prepaid.

(D) For any Settlement Class Members for whom a Notice is returned by the post office as undeliverable, the Settlement Administrator shall attempt to secure a correct address using “skip tracing” and/or similar method, and an additional Notice will be sent to the Settlement Class Member at the new address. The Settlement Administrator will notify Class Counsel and Defendant’s Counsel of any Notice sent to a Settlement Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s). In addition, for any Settlement Class Members for whom a Notice is returned by the post office as undeliverable, the Settlement Administrator will request and Defendant
shall provide to the Settlement Administrator within seven (7) days the personal e-mail address(es) for such individuals (if such e-mail address(es) are reasonably available to Defendant), and the Settlement Administrator will then e-mail such Settlement Class Members the Notice.

(E) Thirty (30) days after the initial mailing of the Notice and Claim Form to Settlement Class Members, the Settlement Administrator will send, to the extent the information is available, by First Class United States Mail to Settlement Class Members who have not returned a valid Claim Form, a reminder postcard substantially in the form attached as Exhibit E.

(F) In the event that the number of claims filed by Class Members within thirty (30) days after the initial mailing of the notice is fewer than 300, the parties shall meet and confer to discuss whether it is appropriate to provide additional notice, or extend the deadline for claims to be submitted, and/or seek assistance from the Court. If the parties agree on additional steps to be taken to increase Class Members’ participation in the claims process, they shall work with the Settlement Administrator to take steps that are authorized by the Settlement Agreement and/or seek authority from the Court to implement such steps.

(G) Class Counsel may respond to inquiries that they receive from Settlement Class Members. However, under no circumstances may Class Counsel directly contact Settlement Class Members unsolicited or otherwise induce Settlement Class Members to contact Class Counsel, except that Class Counsel may contact and communicate with the Named Plaintiff and may display the settlement Notice and Claim Form on their web sites.

(H) The Settlement Administrator shall keep accurate records of the dates on which it sends Notices to Settlement Class Members.

(I) In addition to sending the Notice and Claim Form as described in this Section 2.5, the Parties agree that the Settlement Administrator will create a static website – www.JPMCParentalLeaveSettlement.com – with PDF versions of the Notice and Claim Form, in the basic formats set forth in Exhibits A and D. The website shall remain posted until the expiration of the Acceptance Period.

(J) The Settlement Administrator shall establish and maintain a toll-free number to answer questions from Settlement Class Members. The Settlement Administrator will not make any affirmative efforts to solicit Settlement Class Members to file claims. The Settlement Administrator will refer any Settlement Class Members with questions as to the claims process to Class Counsel.

2.6. Claim Forms

(A) In order to receive a Settlement Award, Settlement Class Members must submit a valid Claim Form by the Claim Form Deadline via First Class United States Mail, postage prepaid.
(B) To submit a valid Claim Form, Settlement Class Members must affirm that they meet the requirements set forth in Part A of the Claim Form and one of the requirements contained in Part B of the Claim Form, and that these representations are made in accordance with Part C of the Claim Form. Under the Claim Form, each Settlement Class Member may submit a separate claim for each time the person took non-primary caregiver leave for the birth of a child during the relevant Settlement Class Period for that Settlement Class Member.

(C) In the event any Claim Form is timely submitted but does not contain sufficient information, the Settlement Administrator shall provide the Settlement Class Member with a letter (“Cure Letter”) via First Class U.S. Mail (and email if the Settlement Class Member has provided email to the Settlement Administrator), with an included postage-paid return envelope, requesting the information that was not provided and giving the Settlement Class Member the longer of fifteen (15) days from mailing of the Cure Letter or the Claim Form Deadline (“Cure Claim Bar Date”) to return a properly completed Claim Form. Any Settlement Class Member who fails to respond timely to a Cure Letter will not receive a Settlement Award.

(D) In the event of a dispute regarding the validity of a Settlement Class Member’s Claim Form, the Settlement Administrator shall promptly report the nature of the dispute to Class Counsel and Defendant’s Counsel, who will confer in good faith with the Settlement Administrator in an effort to resolve the dispute. Defendant will be afforded an opportunity to challenge the veracity of information contained in the Claim Form and may submit supporting documentation for any challenges to the Settlement Administrator. If Defendant makes such a challenge, the Settlement Class Member will have an opportunity to respond to the challenge before a determination of the validity of his claim by the Settlement Administrator. If the Settlement Class Member’s claim is not deemed valid, the Settlement Administrator will inform the Settlement Class Member. The Settlement Administrator’s decision on the validity of the claim shall be binding and non-reviewable by the Court.

2.7. Settlement Class Member Opt-outs

(A) A Settlement Class Member who chooses to opt out of the Settlement must mail via First Class United States Mail, postage prepaid, a written, signed Opt-out Statement to the Settlement Administrator. To be effective, the Opt-out Statement must include the Settlement Class Member’s name, email, job title, address, and telephone number, and state, “I opt out of the JPMorgan Chase parental leave settlement.” To be effective, an Opt-out Statement must be postmarked within sixty (60) days from the initial mailing of the Notice to the Settlement Class Member.

(B) The Settlement Administrator will stamp the postmark date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendant’s Counsel not later than three (3) days after receipt thereof. The Settlement Administrator will also, within three (3) days of the end of the Opt-out Period, provide to Class Counsel stamped copies of any Opt-out Statements, which Class Counsel will submit to the Court at the time of filing of the Final Approval Motion. The Settlement Administrator will, within twenty-four (24)
hours of the end of the Opt-out Period, send a final list of all Opt-out Statements to Class Counsel and Defendant’s Counsel by both email and overnight delivery. The Settlement Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

(C) Any Settlement Class Member who does not properly submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, including the Release.

2.8. Objections to Settlement

(A) Settlement Class Members who wish to object to the proposed Settlement must do so in writing. To be considered, a written objection must be mailed to the Settlement Administrator via First-Class United States Mail, postage prepaid, and be received by the Settlement Administrator by a date certain sixty (60) days from the mailing of the Notice to the Settlement Class Member. The written objection must include the words, “I object to the settlement in the JPMorgan Chase parental leave case” as well as all reasons for the objection. Any reasons not included in the written objection will not be considered by the Court. The written objection must also include the name, email, job title, address, and telephone number for the Objector. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defendant’s Counsel by email and overnight delivery no later than three (3) days after receipt thereof. The Settlement Administrator will also provide to Class Counsel the date-stamped originals of any and all objections, and Class Counsel will file the objections with the Court at the time of filing the Final Approval Motion.

(B) An Objector has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his intention to do so in writing at the time he submits his written objection by including the words, “I intend to appear at the Fairness Hearing” in his written objection. An Objector may withdraw his objection(s) at any time. No Settlement Class Member may appear at the Fairness Hearing unless he has filed a timely objection that complies with all procedures provided in this Subsection and the previous Subsection. No Settlement Class Member may present an objection at the Fairness Hearing based on a reason not stated in his written objection(s). A Settlement Class Member who has submitted an Opt-out Statement may not submit objections to the Settlement.

2.9. Final Approval Motion. No later than fifteen (15) days before the Fairness Hearing, Plaintiffs will submit a Motion for Judgment and Final Approval of the Settlement.

2.10. Entry of Judgment. At the Fairness Hearing, the Parties will request that the Court, among other things: (a) certify the settlement classes for purposes of the Settlement; (b) enter judgment in accordance with this Agreement; (c) approve the Settlement and Agreement and all its terms as final, fair, reasonable, adequate, and binding on all Settlement Class Members
who have not timely opted out pursuant to Section 2.7; and (d) dismiss the Litigation with prejudice.

2.11. Dismissal with Prejudice upon Final Approval. Upon issuance of the Final Approval Order, the Litigation shall be dismissed with prejudice as to Defendant with each side to assume their respective costs and attorneys’ fees (other than such Litigation Expenses and Attorneys’ Fees approved by the Court as set forth herein), subject to the Court’s ongoing jurisdiction over the settlement process and any disputes that may arise over the administration of the Settlement. The Court shall exercise continuing jurisdiction over the administration of the Settlement and any disputes that may arise regarding the implementation or interpretation of the Settlement, but such continuing jurisdiction shall end one (1) month after all payments are made from the Qualified Settlement Fund. Upon the Settlement Effective Date, the doctrines of res judicata and collateral estoppel will bind all Settlement Class Members who do not timely and properly opt out, as determined by the Court, with respect to all claims identified in the Complaint.

2.12. Effect of Failure to Grant Final Approval. If the Court denies Plaintiffs’ Final Approval Motion, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such denial (without any change to the Gross Settlement Amount). If, despite the Parties’ efforts, the Court continues to deny the Final Approval Motion (or otherwise to approve the Settlement), then the Settlement will become null and void, provided that the failure by the Court or an appellate court to award or sustain the full amount of the Service Payment to the Named Plaintiff or Class Counsel’s Attorneys’ Fees and Litigation Expenses will not constitute a failure to approve the Settlement or a material modification of the Settlement. If the Settlement becomes null and void, or if the action is dismissed or transferred on the basis of personal jurisdiction or venue:

(A) The Litigation will proceed as if no settlement had been attempted, no portion of the Gross Settlement Amount will be distributed, and the entire Gross Settlement Amount will revert to Defendant. In that event, the class certified for purposes of settlement shall be decertified (either by the Court sua sponte or on a motion by Defendant, which Plaintiffs agree not to oppose), and Defendant retains all rights and defenses, including the right to contest whether the Litigation should be certified and maintained as a class action and to contest the merits of the claims being asserted in the Litigation; and

(B) In the event the Court denies Plaintiffs’ Final Approval Motion, Defendant agrees to pay the Settlement Administrator’s fees and costs incurred through the date the Court denies the Final Approval Motion.

3. SETTLEMENT TERMS

3.1. Settlement Amount

(A) Defendant agrees to pay a total Gross Settlement Amount of Five Million Dollars ($5,000,000.00), which shall fully and finally resolve and satisfy any and all amounts to be paid to, or on behalf of, Settlement Class Members, any Court-approved Service Payment to the Named Plaintiff as more fully set forth herein, any claim for Attorneys’ Fees and Litigation Expenses approved by the Court, the Employer’s
Share of Taxes payable with respect to amounts payable to Settlement Class Members, the Named Plaintiff, and the Service Payment up to an aggregate of twenty percent (20%) of the Net Settlement Amount, and any Settlement Administrator’s fees and costs in excess of Fifty Thousand Dollars ($50,000). Defendant agrees to pay the Settlement Administrator’s fees and costs up to Fifty Thousand Dollars ($50,000), and the Employer’s Share of Taxes payable with respect to amounts payable to Settlement Class Members, the Named Plaintiff, and the Service Payment in excess of twenty percent (20%) of the Net Settlement Amount, separate from and in addition to the Gross Settlement Amount. Other than Settlement Administrator’s fees and costs up to Fifty Thousand Dollars ($50,000) and Employer’s payroll taxes in excess of the amount allocated in Section 3.4(B) below, Defendant will not be required to pay more than the gross total of Five Million Dollars ($5,000,000.00) under the terms of this Agreement. No portion of the Gross Settlement Amount will revert to Defendant.

(B) By no later than twenty (20) days after the date of Preliminary Approval Order, Defendant shall deposit the Gross Settlement Amount into the QSF. The Settlement Administrator will act as escrow agent and will have the authority to release the Gross Settlement Amount from escrow immediately for purposes of administering the Settlement reflected in this Agreement immediately following the Settlement Effective Date. The Settlement Administrator will make any relation-back election available with respect to the QSF under Treasury Regulation § 1.468B-1(j)(2)(ii) to cause the fund to be treated as a QSF for federal income tax purposes as early in time as is possible.

(C) Within thirty (30) calendar days following the Settlement Effective Date, the Settlement Administrator will distribute the money in the QSF by making the following payments:

(i) Paying Class Counsel Court-approved Attorneys’ Fees as described in Section 3.2;

(ii) Reimbursing Class Counsel for all Litigation Expenses approved by the Court as described in Section 3.2;

(iii) Paying Named Plaintiff his Service Payment in the amount described in Section 3.3, or in the amount otherwise approved by the Court; and

(iv) Paying Plaintiffs their Settlement Awards as described in Section 3.4;

(D) Plaintiffs will be informed of the Acceptance Period in the Notices and on the Settlement Checks. Plaintiffs must cash their Settlement Checks by the end of the Acceptance Period. The Settlement Administrator shall notify the Parties in writing of the beginning of the Acceptance Period.

(E) Ninety (90) days after the start of the Acceptance Period, the Settlement Administrator shall contact any Settlement Class Members who have not cashed their Settlement Checks to remind Settlement Class Members to cash their Settlement Checks.
3.2. Settlement Amounts Payable as Attorneys’ Fees and Costs.

(A) In advance of the Fairness Hearing and in conjunction with the Final Approval Motion, Class Counsel will petition the Court for an award of attorneys’ fees of no more than one third of the Gross Settlement Amount, and, in addition, for reimbursement of their actual litigation costs and expenses to be paid from the QSF. Defendant will not oppose this petition, so long it is reasonable and consistent with law. All Attorneys’ Fees and Litigation Expenses shall be obtained from the Gross Settlement Amount and under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount. Defendant agrees not to oppose Class Counsel’s request for attorneys’ fees and costs up to the amounts set forth herein provided it is consistent with this Agreement. After depositing the Gross Settlement Amount with the Settlement Administrator for the QSF, Defendant shall have no additional liability for Class Counsel’s attorneys’ fees and costs.

(B) The substance of Class Counsel’s application for attorneys’ fees and costs is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel’s application for attorneys’ fees and costs shall not terminate this Agreement or otherwise affect the Court’s ruling on the Final Approval Motion.

3.3. Service Payment to the Named Plaintiff.

(A) In return for services rendered to the Settlement Class Members, at the Fairness Hearing, Named Plaintiff Derek Rotondo will apply to the Court to receive Twenty Thousand Dollars ($20,000) as a Service Payment from the QSF. Defendant will not oppose such an application.

(B) The application for a Service Payment is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court’s ruling on the application for a Service Payment will not terminate this Agreement or otherwise affect the Court’s ruling on the Final Approval Motion.

3.4. Net Settlement Amount and Allocation to Plaintiffs.

(A) The allocation to the Named Plaintiff and Settlement Class Members for Settlement Checks will be made from the Net Settlement Amount.

(B) The plan of allocation shall be as follows:
(i) After the Claim Form Deadline, the Settlement Administrator shall determine the total number of Settlement Class Members who submitted a Claim Form that the Settlement Administrator determines to be valid and satisfies the requirements set forth in the Claim Form (attached as Exhibit A) and did not submit an Opt-out Statement, except that each Settlement Class Member who files more than one valid claim shall be entitled to an additional equal share for each valid claim. For example, a Settlement Class Member who worked in Ohio may file two valid claims if that person’s spouse gave birth to a child in 2017 and 2014 and the Settlement Class Member can otherwise satisfy the requirements set forth in the Claim Form;

(ii) The Claims Administrator shall divide the Net Settlement Amount by the total number of valid claims for all Settlement Class Members calculated as described in Subsection 3.4(B)(i) to determine the pro rata share of the Net Settlement Amount (“Pro Rata Share”). The Settlement Administrator shall also calculate the total employer share of payroll taxes associated with the Pro Rata Shares allocable to Settlement Class Members who submit valid claim forms (the “Employer’s Share of Taxes”);

(iii) Provided that the Employer’s Share of Taxes is less than twenty (20) percent of the Net Settlement Amount, the Settlement Administrator shall subtract the Employer’s Share of Taxes from the Net Settlement Amount, thereby reducing the amount of the Pro Rata Share for Settlement Class Members;

(iv) In the event that the Employer’s Share of Taxes is more than twenty (20) percent of the Net Settlement Amount, Defendants shall provide additional funds as described in Section 3.4(D). Twenty (20) percent of the Net Settlement Amount shall be subtracted from the Net Settlement Amount, thereby reducing the amount of the Pro Rata Share for Settlement Class Members;

(v) Finally, the Net Settlement Amount less taxes calculated pursuant to Subsections 3.4(B)(ii)-(iii), and less any employee payroll taxes withheld by the Settlement Administrator, as described in Subsection 3.6(A), shall be distributed in equal shares to the Named Plaintiff and to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines to be valid and satisfies the requirements set forth in the Claim Form (attached as Exhibit A) and does not submit an Opt-out Statement, except that each Settlement Class Member who files more than one valid claim shall be entitled to an additional equal share for each valid claim.

(C) Within twenty (20) days following Claim Form Deadline, the Settlement Administrator will calculate the Settlement Awards for the Named Plaintiff and for Settlement Class Members who submit valid Claim Forms pursuant to the allocation
plan set forth in Section 3.4(B) above and any applicable payroll taxes associated with the Settlement Awards to the Named Plaintiff and for Settlement Class Members who submit valid Claim Forms.

(D) Within three (3) business days after completing the calculations, the Settlement Administrator will provide Class Counsel and Defendant’s Counsel a summary of the number of Settlement Class Members receiving Settlement Awards, and its Settlement Award calculations, including calculation of any payroll taxes. In the event that the Employer’s Share of Taxes is more than twenty (20) percent of the Net Settlement Amount as set forth in Subsection 3.4(B)(iv) above, the Settlement Administrator shall also notify Class Counsel and Defendant’s counsel of any additional employer payroll taxes due. Defendant shall be responsible for the payment of any additional employer payroll taxes due and shall pay any such amount separate and apart from the Gross Settlement Amount. Defendant will deposit any such additional amount into the QSF within fifteen (15) business days of receiving the calculations described in this Subsection 3.4(D) from the Settlement Administrator.

3.5. Programmatic Terms

(A) Defendant agrees that it will continue to maintain a gender-neutral parental leave policy and that it will not reduce the amount of non-primary caregiver leave to less than two weeks of leave or the amount of primary caregiver leave to less than 14 weeks for a period of four years from the date on which this Agreement is signed and becomes effective. Nothing in the foregoing shall prevent Defendant, at its discretion, from providing more generous parental leave benefits to employees on a gender-neutral basis. Additionally, notwithstanding the foregoing, Plaintiff and Defendant agree to confer in good faith regarding modifications to this provision if unforeseen events warrant relief from this provision consistent with Fed. R. Civ. P. 60(b)(6).

(B) Defendant agrees to conduct training and monitoring regarding its parental leave policy to support gender-neutral implementation. Defendant shall conduct (or hire a consultant to conduct) training for relevant human resources personnel and Sedgwick, a third-party contractor for Defendant (or any entity that replaces Sedgwick prior to two (2) years from the date of the Settlement Effective Date). Defendant will provide written copies of training materials used to Class Counsel on an annual basis for a period of two (2) years from the Settlement Effective Date.

(C) Defendant agrees to provide certain data concerning the operation of the policy to Class Counsel for a two (2) year period following the Settlement Effective Date. The data shall be provided on a biannual basis, with the first reporting to be provided within six (6) months of the Settlement Effective Date. The data will include, *inter alia*, reporting on the number of applications, approvals, and denials of primary caregiver leave by male and female employees and the duration of primary and non-primary caregiver leave taken by male and female employees.
3.6. Tax Characterization

(A) For tax purposes, half of the amount paid to Settlement Class Members pursuant to Section 3.4 shall be wages (to be reported on an Internal Revenue Service (“IRS”) Form W-2), and half shall be non-wage income (to be reported on an Internal Revenue Service (“IRS”) Form 1099). The Settlement Administrator shall be responsible for withholding and timely remitting and reporting all taxes to the appropriate taxing authorities and cooperating with, and providing evidence thereof acceptable to, Defendant as requested.

(B) Payments of Attorneys’ Fees and Litigation Expenses pursuant to Section 3.2 shall be made without withholding and reported on an IRS Form 1099. Class Counsel shall provide to the Settlement Administrator current, valid W-9 Forms for purposes of payment of Attorneys’ Fees and Litigation Expenses.

(C) The Settlement Administrator shall satisfy all tax and other reporting obligations required to treat the Gross Settlement Amount payment as a QSF under Treasury Regulation § 1.468B-1 et seq.

(D) The Settlement Administrator shall determine the proper tax reporting treatment for any Service Payment pursuant to Section 3.3.

(E) All applicable income, withholding, and employee’s share of employment taxes shall, notwithstanding any obligation to withhold and report on the part of the Settlement Administrator, be the responsibility of the individual Settlement Class Member receiving a Settlement Check or Service Payment (and, for the avoidance of doubt, not the responsibility of Defendant).

(F) The Settlement Administrator shall satisfy from the Gross Settlement Amount: the cost of complying with all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys’ fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in Section 3.4 above or elsewhere in this Agreement.

(G) Neither Class Counsel nor Defendant’s Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

3.7. Confidentiality. The negotiations, terms and existence of this Agreement and the continued discussions regarding the final settlement documents shall remain strictly confidential, and shall not be discussed with anyone other than the Parties, their counsel, their retained consultants or the mediator. Such confidentiality shall expire upon the filing of the class action Complaint and Preliminary Approval Motion, except that: (a) the negotiations and discussions preceding the submission of the Settlement to the Court for preliminary approval shall remain confidential (unless otherwise ordered by the Court); and (b) Defendant may disclose this Agreement in filings that it is required to make to the Securities and Exchange Commission or any other governmental authority.
3.8. **Press and Publicity.** Prior to the filing of the Complaint and Preliminary Approval Motion, the Parties will agree to language for respective press releases regarding the Complaint and Settlement. The Named Plaintiff and Class Counsel agree not to disparage Defendant or undermine Defendant’s denial (however, describing the factual allegations or legal claims involved in this case shall not constitute disparagement) and will not claim that Defendant has admitted or not denied liability for the claims. Defendant and its counsel likewise agree not to disparage the Named Plaintiff. Nothing in this Section or Agreement shall preclude Class Counsel from posting publicly available information about the case (including case filings and the agreed-upon press releases) on their websites, or making statements consistent with the press releases. Furthermore, nothing in this Section or Agreement shall prohibit Class Counsel from complying with ethical rules that apply in the jurisdiction in which they maintain an active bar membership, including D.C. Ethics Opinion 335.

3.9. **Non-Admission of Liability.** Defendant has agreed to the terms of Settlement herein without in any way acknowledging any fault or liability for the claims asserted, and (1) its agreement to the Settlement does not reflect any conclusion by Defendant regarding whether the Named Plaintiff or Settlement Class Members have viable claims and/or that claims of some Settlement Class Members are null and void due to the passage of time; (2) any stipulation or admission by Defendant contained in this Agreement, the Term Sheet executed by the Parties, or in any other document pertaining to the Settlement, is made for settlement purposes only; and (3) in the event this Settlement is not finally approved, nothing contained herein shall be construed as a waiver by Defendant of its contentions regarding any issue, including the merits of the dispute, the timeliness of Settlement Class Members’ claims, and/or that class certification is appropriate.

4. **RELEASE**

4.1. **Release of Claims**

By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement:

(A) Each Settlement Class Member who does not timely opt out pursuant to this Agreement irrevocably and unconditionally waives, releases, and forever discharges any and all claims, rights, and causes of action, whether known or unknown, under Title VII of the Civil Rights Act of 1964 and any other federal law, and state statutory, constitutional, or common law (whether characterized as discrimination, harassment, consumer protection, labor, or other claims) including claims in law, equity, contract, tort, or public policy, arising during or before the Settlement Class Period or applicable State Settlement Class Period, against Defendant and all of its current and former parents, subsidiaries, affiliates, predecessors, officers, directors, employees, shareholders, agents and attorneys, that were made or could have been made to challenge Defendant’s parental leave policy and application of its policy as sex discrimination, including such sex discrimination claims for injunctive or equitable relief, declaratory relief, damages, and/or penalties of any kind (the “Release”).

(B) Unless a Settlement Class Member opts out of the settlement, the person shall be subject to the terms of the Settlement and the Release whether or not such individual
has filed a claim with the Settlement Administrator or otherwise actively participated in the Settlement. Furthermore, before receiving any monetary relief under the Settlement, each Settlement Class Member will be required to execute an additional full and final release of any and all claims released by the Settlement (the “Supplemental Release”). The full text of the Release shall be included in the Notice distributed to Settlement Class Members, and the Claim Form shall include the Supplemental Release in which the Settlement Class Members acknowledge that by submitting a Claim Form, they are agreeing to the release of claims as set forth in full in the Notice.

(C) Except as provided in this Agreement, Class Counsel and Named Plaintiff hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have for attorneys’ fees or costs associated with Class Counsel’s representation of the Settlement Class Members against Defendant and all of its current and former parents, subsidiaries, affiliates, predecessors, officers, directors, employees, shareholders, agents and attorneys. Class Counsel further understands and agrees that any Attorneys’ Fees and Litigation Expenses approved by the Court will be the full, final and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation in the Litigation.

4.2. **Effect of Failure to Cash a Settlement Check.** Upon the Settlement Effective Date of the Settlement, each Plaintiff who did not submit a valid and timely Opt-out Statement shall have released all claims as defined in Section 4.1 of the Agreement, regardless of whether they cashed their Settlement Check.

5. **INTERPRETATION, ENFORCEMENT, AND MISCELLANEOUS TERMS**

5.1. **Arms’ Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms’ length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

5.2. **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to the Named Plaintiff and all Settlement Class Members who do not opt out, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

5.3. **Severability.** If any provision of this Agreement other than the Release set forth in Section 4.1(A) of the Agreement or Section 5.4 is held by the Court or any court presiding over an appeal related to the Settlement to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

5.4. Within ten (10) days of whenever an act occurs that would permit Defendant to withdraw from this Agreement, such as an order that voids the Release set forth in Section 4.1(A) of this Agreement, Defendant must provide Plaintiff’s counsel with notice that it is withdrawing from this Agreement in order to withdraw from this Agreement. If Defendant does not provide such timely notice of its withdrawal from this Agreement, Defendant shall waive its right to withdraw from this Agreement. Notwithstanding the foregoing, if the EEOC
intervenes in any lawsuit filed by Plaintiffs against Defendant arising from Defendant’s parental leave policy, or the EEOC otherwise takes any adverse action against Defendant related to Defendant’s parental leave policy, Defendant shall be permitted to withdraw from this Agreement at any time prior to final approval of the Agreement; in the event the Defendant exercises this right, it shall notify the Plaintiffs and the Court and the parties shall confer on appropriate next steps.

5.5. **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

5.6. **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

5.7. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

5.8. **Duty to Support and Defend the Settlement Agreement.** Class Counsel and Defendant’s Counsel each agree to abide by all terms of this Agreement in good faith and to support it fully, and will use their respective best efforts to defend this Agreement from any legal challenge, whether by appeal, collateral attack or otherwise.

5.9. ** Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

5.10. **Facsimile and Email Signatures.** Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

5.11. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

5.12. **No Assignment.** Class Counsel and the Named Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

5.13. **Stay.** The Parties agree to stay all proceedings in the Litigation, except such proceedings as may be necessary to implement and complete the Settlement, in abeyance pending the Fairness Hearing.

20
5.14. Waivers, etc. to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court’s approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

5.15. When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

WE AGREE TO THESE TERMS,

DATED: _____, 2019

JPMORGAN CHASE BANK, N.A.

By: [Signature]

DATED: _____, 2019

DEREK ROTONDO

By: [Signature]
5.14. Waivers, etc. to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court’s approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

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WE AGREE TO THESE TERMS,

DATED: _____, 2019  

JPMORGAN CHASE BANK, N.A.

By: ________________________________

DATED: 6/28/2019  

DEREK ROTONDO

By: ________________________________