

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
LabCorp Central Laboratory Services, LP

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the LabCorp Central Laboratory Services, LP (“Contractor”) establishment located at 8211 Scicor Drive, Indianapolis, IN 46214 (“Establishment”), beginning on April 30, 2021. OFCCP found indicators that Contractor failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), and the respective implementing regulations at 41 Code of Federal Regulations (“C.F.R.”) Chapter 60.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor (collectively, the “Parties”) enter into this Early Resolution Conciliation Agreement (“Agreement”) and its attachments relating to the Establishment, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Contractor’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (“Effective Date”).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Section VIII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Contractor shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violating this Agreement.

12. This Agreement does not constitute an admission by Contractor of any violation of E.O. 11246, Section 503, or VEVRAA, nor has there been an adjudicated finding that Contractor violated E.O. 11246, Section 503, or VEVRAA.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Alleged Discrimination Violation(s)

1. OFCCP alleges that during the period of May 3, 2019, to May 3, 2021, Contractor had hiring disparities against Black applicants for the Kit Production Assistant I positions at the Indianapolis, Indiana establishment in violation of E.O. 11246 section 202 and its implementing regulations at 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of Black applicants for Kit Production Assistant I positions when compared to similarly qualified Hispanic applicants, resulting in a shortfall of 17 Black hires.
2. OFCCP alleges that during the period of May 3, 2019, to May 3, 2021, Contractor had hiring disparities against Black applicants for the Sample Handling Assistant I positions at the Indianapolis, Indiana establishment in violation of E.O. 11246 section 202 and its implementing regulations at 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of Black applicants for Sample Handling Assistant I positions when compared to similarly qualified White applicants, resulting in a shortfall of 17 Black hires.
3. OFCCP alleges that during the period of May 3, 2019, to May 3, 2021, Contractor had hiring disparities against Asian applicants for the Medical Technician I positions at the Indianapolis, Indiana establishment in violation of E.O. 11246 section 202 and its implementing regulations at 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates Asian applicants for Medical

Technician I positions when compared to similarly qualified Hispanic applicants, resulting in a shortfall of 3 Asian hires.

IV. Financial Remedy

1. Total Settlement Amount

- a. **Total Settlement Amount** Contractor represents that it has sufficient funds on hand to satisfy claims by the settlement class up to the total settlement amount of \$525,000. The total settlement is a negotiated amount that represents estimated back pay and accrued interest. Contractor's share of taxes on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state, and/or local taxes, is not part of the total settlement amount. Contractor will be responsible for any banking account fees.
- b. **Specific Settlement Amounts.** The total settlement amount includes \$472,500 in back pay and \$52,500 interest to resolve specific violations set forth above, as follows:
 - a. **Alleged Violation 1:** \$217,094.60 in back pay and \$24,121.62 in interest
 - b. **Alleged Violation 2:** \$217,094.59 in back pay and \$24,121.62 in interest
 - c. **Alleged Violation 3:** \$38,310.81 in back pay and \$4,256.76 in interest

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the total settlement, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The total settlement will be distributed to all Affected Applicants (identified in Attachments A-1, A-2, and A-3) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Applicant(s)"). These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Contractor.
- c. **Payments to Eligible Applicants.** OFCCP will provide Contractor a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Contractor will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms

(such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Eligible Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Contractor will work together to provide a replacement check before any funds are redistributed to other class members. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Contractor will make a second distribution to all Eligible Applicants who cashed their first check.

- d. Tax Payments, Forms and Reporting.** Contractor will pay the Contractor's share of social security withholdings, and any other tax payments required by law from additional funds separate from the total settlement amount. Contractor shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants no later than January 31st of the year after payment is made. No Eligible Applicants will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. Notice Documents.** Contractor will distribute Notice Documents to Affected Applicants identified in Attachments A-1, A-2, and A-3 consistent with the sample Notice Documents contained in Attachments C-1, C-2, and C-3. The Notice Documents

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

² The IRS issued its implementing regulations in January 2021. <https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Contractor, if proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Contractor with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** Contractor will provide initial notice by regular first-class mail. Contractor will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Contractor shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and distribution of information on websites. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants.** The Contractor and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice and submit the Information Verification Form and Release of Claims by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. The Contractor will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the Contractor will provide a similar documentation on the second distribution.
- l. **Contractor's Expenses.** Contractor will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions, Contractor shall make bona fide job offers with retroactive seniority to Eligible Applicants who have expressed interest in employment and are not currently employed in the job at issue by Contractor, until seventeen (17) Kit Production Assistant I, seventeen (17) Sample Handling Assistant I, and three (3) Medical Technician I are hired or the list of Eligible Applicants is exhausted, whichever comes first. Until that time, these Eligible Applicants will have priority over all other candidates for hire into Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions. As

vacancies occur in the Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions, Contractor shall contact the Eligible Applicants with a written job offer in the order in which they submitted their Information Verification Form and Release of Claims Form, or, if the Form[s] was received on the same day, in the order of their original application date.

The report to work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date that the conditional offer of employment is accepted and the conditions satisfied,. The Eligible Applicant must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement but remains obligated to hire until seventeen (17) Kit Production Assistant I, (17) Sample Handling Assistant I, and three (3) Medical Technician I positions are filled or the list of Eligible Applicants is exhausted, whichever comes first. Prior to execution of this Agreement, Labcorp provided evidence that one (1) Black was hired into Sample Handling Assistant I and thirteen (13) Blacks were hired into the Kit Production Assistant I, and one (1) Asian was hired into Medical Technician I positions. As a result of these hires, the hiring obligation for the Kit Production Assistant I is reduced to four (4). The hiring obligation for Sample Handling Assistant I is reduced to sixteen (16). The hiring obligation for Medical Technician I is reduced to two (2).

Contractor agrees to pay Eligible Applicants hired under this provision at least the current entry-level wage based on applicants' qualifications for Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions and provide all regular and on-the-job training currently provided to employees in that position.

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

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

Contractor shall ensure all applicants are afforded equal employment opportunities. Contractor represents that they have ceased using any selection procedures, practices, and/or policies that negatively affected the hiring of Black applicants into Kit Production Assistant I and Handling Assistant I positions, and Asian applicants into the Medical Technician I. Contractor shall continue and/or implement the corrective actions detailed below.

1. Eliminate Discriminatory Selection Procedures: Contractor shall comply with all OFCCP regulations concerning selection procedures as set forth at 41 C.F.R. § 60-3. Contractor will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular sex, race or ethnic group unless Contractor properly validates the procedure pursuant to these regulations.

2. Recordkeeping and Retention: Contractor shall implement procedures to ensure that applicants are tracked, and selection decisions are documented at each step in the hiring process. Contractor represents it has written and implemented procedures and commits to maintaining documents and information needed to generate required reports in accordance with 41 C.F.R. §§ 60-1.12 (a) and 60-3. Pursuant to 41 C.F.R. § 60-1.12, Contractor will ensure that records are maintained on Contractor's revised policies and procedures, including supporting underlying data and information in human resources information and payroll systems, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.
3. Training: Within ninety (90) days of the Effective Date of this Agreement, Contractor shall provide initial training and design a system of ongoing training for managers and all individuals involved in recruiting, selecting, or tracking of applicants for Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions. The training shall focus on equal employment opportunity in hiring. The training will include (but is not limited to) instructions in: the implementation of the Contractor's recruitment process, applicant tracking, and selection procedures; neutral application of the qualifications and criteria that are used at each step in the hiring process; procedures followed to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3. Contractor shall maintain a list of managers and employees who attended the training.
4. Monitoring: Contractor shall monitor selection rates at each step of its selection process for Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions. If it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race, sex, or ethnic group, Contractor will review the procedure and either eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures, codified at 41 C.F.R. § 60-3. Contractor shall maintain and make available to OFCCP records concerning the impact of the selection process for Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions at the Indianapolis, Indiana facility. These records must include the number of persons applied and hired by race and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

VII. Technical Violations and Remedies

ALLEGED VIOLATION: During the period of May 3, 2019, to May 3, 2021, OFCCP alleges that Contractor failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 C.F.R. § 60-2.17(b). Specifically, OFCCP alleges that Contractor had hiring activity that showed statistically significant adverse impact against Black and Asian applicants during the review period, and Contractor failed to conduct in-depth analyses of the cause of the adverse impact.

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

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

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

i. Within the prescribed timeframes listed in Attachment B, Contractor must submit all documents and information referenced in Parts IV–VI of this Agreement.

ii. **Progress Report 1:** Will be due 13 months after the Effective Date of the Agreement and will cover the timeframe from the Effective Date of this agreement through twelve months after the Effective Date.

iii. **Progress Report 2:** Will be due 12 months after the first report covering the period of the 13th month through the 24th month following the Effective Date.

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

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

i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.

- ii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Contractor determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
 - v. Documentation of the start dates for Eligible Applicants who were hired.
 - vi. If Contractor has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it. .
 - vii. If Contractor fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. **Affirmative Action Programs.** Contractor will submit its current year AAP for E.O. 11246 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.
- d. **Reports on Modifications to Personnel Practices.** In each Progress Report Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. No later than ninety (90) days from Effective Date, Contractor must submit a report on revisions made to its application and hiring processes since the review period, as stated in Section VI.
 - ii. No later than ninety (90) days from Effective Date, Contractor must submit documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, tracking applicants, or onboarding new hires for the Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions at the Indianapolis, Indiana establishment have been trained on the hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title

of each person who conducted the training, as stated in Part VI, Paragraph 3 of this Agreement.

- e. **Reports on Hiring Activity and Analysis.** In each Progress Report, Contractor will report on select hire and termination activity. This includes:
- i. The total number of applicants and hires into the Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions, including the breakdown by race of all applicants and hires for Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions during the reporting period, including all temporary, part-time, full-time, and seasonal workers.
 - ii. For Kit Production Assistant I, Sample Handling Assistant I, and Medical Technician I positions, the results of Contractor's analysis as to whether its total selection process has an adverse impact based on race, as defined in 41 C.F.R. § 60.3.4D and set forth in 41 C.F.R. § 60.3.4B. (For purposes of the adverse impact analysis, Contractor must not include hires made pursuant to this Agreement in that analysis).
 - iii. For each case in which the total selection process has an adverse impact based on race, as defined in 41 C.F.R. § 60-3.4D, the results of Contractor's evaluation of the individual components of the selection process for adverse impact.
 - iv. The actions taken by Contractor upon determining that any component of the selection process has an adverse impact based on race as set forth in Part III above.
 - v. The in-depth analyses performed by Contractor pursuant to items iii and iv above.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and LabCorp Central Laboratory Services, Inc., Indianapolis, IN 46214.

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

Sandra D. van der Vaart
Executive Vice President and Chief Legal Officer
LabCorp Central Laboratory Services, LP

DATE: 09/22/2023

CARMEN NAVARRO
Digitally signed by
CARMEN NAVARRO
Date: 2023.09.25
11:44:45 -05'00'

CARMEN NAVARRO
Regional Director
Midwest

DATE: 9/25/23

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice To Affected Class Templates
- D. Information Verification & Employment Interest Forms
- E. Release of Claims Forms

Attachment A-1 Kit Production Class Member List

Class Member #	Name	Application Date	Class
1	(b) (6), (b) (7)(C)	5/4/2019	Black
2		11/2/2020	Black
3		11/2/2020	Black
4		11/2/2020	Black
5		11/3/2020	Black
6		11/3/2020	Black
7		11/3/2020	Black
8		11/3/2020	Black
9		11/3/2020	Black
10		11/3/2020	Black
11		11/3/2020	Black
12		11/3/2020	Black
13		11/4/2020	Black
14		11/9/2020	Black
15		11/9/2020	Black
16		11/9/2020	Black
17		11/10/2020	Black
18		12/12/2020	Black
19		12/12/2020	Black
20		12/13/2020	Black
21		12/13/2020	Black
22		12/19/2020	Black
23		12/20/2020	Black
24		12/20/2020	Black
25		12/21/2020	Black
26		12/21/2020	Black
27		12/22/2020	Black
28		12/22/2020	Black
29		12/23/2020	Black
30		12/25/2020	Black
31		12/25/2020	Black
32		12/26/2020	Black
33		12/26/2020	Black
34		12/26/2020	Black
35		12/27/2020	Black
36		12/27/2020	Black
37		12/28/2020	Black
38		12/28/2020	Black
39		12/28/2020	Black
40		12/29/2020	Black
41		12/29/2020	Black

Attachment A-1 Kit Production Class Member List

42	(b) (6), (b) (7)(C)	12/30/2020	Black
43		12/30/2020	Black
44		12/30/2020	Black
45		12/30/2020	Black
46		12/30/2020	Black
47		12/30/2020	Black
48		12/30/2020	Black
49		12/30/2020	Black
50		12/30/2020	Black
51		12/30/2020	Black
52		12/30/2020	Black
53		12/31/2020	Black
54		12/31/2020	Black
55		12/31/2020	Black
56		1/2/2021	Black
57		1/2/2021	Black
58		1/2/2021	Black
59		1/3/2021	Black
60		1/3/2021	Black
61		1/4/2021	Black
62		1/4/2021	Black
63		1/4/2021	Black
64		1/5/2021	Black
65		1/5/2021	Black
66		1/5/2021	Black
67		1/5/2021	Black
68		1/5/2021	Black
69		1/5/2021	Black
70		1/6/2021	Black
71		1/6/2021	Black
72		1/6/2021	Black
73		1/6/2021	Black
74		1/7/2021	Black
75		1/7/2021	Black
76		1/8/2021	Black
77		1/8/2021	Black
78		1/8/2021	Black
79		1/8/2021	Black
80		1/8/2021	Black
81		1/8/2021	Black
82		1/9/2021	Black
83		1/9/2021	Black
84		1/9/2021	Black
85		1/9/2021	Black

Attachment A-1 Kit Production Class Member List

86	(b) (6), (b) (7)(C)	1/10/2021	Black
87		1/11/2021	Black
88		1/12/2021	Black
89		1/12/2021	Black
90		1/12/2021	Black
91		1/13/2021	Black
92		1/13/2021	Black
93		1/13/2021	Black
94		1/13/2021	Black
95		1/13/2021	Black
96		1/13/2021	Black
97		1/14/2021	Black
98		1/14/2021	Black
99		1/16/2021	Black
100		1/16/2021	Black
101		1/17/2021	Black
102		1/17/2021	Black
103		1/18/2021	Black
104		1/19/2021	Black
105		1/19/2021	Black
106		1/20/2021	Black
107		1/20/2021	Black
108		1/21/2021	Black
109		1/22/2021	Black
110		1/23/2021	Black
111		1/23/2021	Black
112		1/25/2021	Black
113		1/27/2021	Black
114		2/10/2021	Black
115	2/11/2021	Black	
116	2/15/2021	Black	
117	2/15/2021	Black	
118	2/15/2021	Black	
119	2/18/2021	Black	
120	10/21/2020	Black	
121	10/23/2020	Black	
122	10/24/2020	Black	
123	10/27/2020	Black	
124	10/27/2020	Black	
125	10/28/2020	Black	
126	10/28/2020	Black	
127	10/29/2020	Black	
128	10/29/2020	Black	
129	10/29/2020	Black	

Attachment A-1 Kit Production Class Member List

130	(b) (6), (b) (7)(C)	10/29/2020	Black
131		10/30/2020	Black
132		10/30/2020	Black
133		10/30/2020	Black
134		10/30/2020	Black
135		10/30/2020	Black
136		10/30/2020	Black
137		10/30/2020	Black
138		10/30/2020	Black
139		11/13/2020	Black
140		11/15/2020	Black
141		11/17/2020	Black
142		11/17/2020	Black
143		11/22/2020	Black
144		3/23/2020	Black
145		3/24/2020	Black
146		3/24/2020	Black
147		3/25/2020	Black
148		3/25/2020	Black

Attachment A-2 Sample Handling Class Member List

Class Member #	Name	Application Date	Class
1	(b) (6), (b) (7)(C)	9/18/2019	Black
2		9/28/2019	Black
3		9/28/2019	Black
4		10/10/2019	Black
5		10/1/2020	Black
6		10/4/2020	Black
7		10/5/2020	Black
8		10/6/2020	Black
9		10/9/2020	Black
10		10/10/2020	Black
11		10/11/2020	Black
12		10/12/2020	Black
13		10/12/2020	Black
14		11/17/2020	Black
15		11/19/2020	Black
16		11/20/2020	Black
17		11/28/2020	Black
18		11/29/2020	Black
19		12/2/2020	Black
20		12/2/2020	Black
21		12/3/2020	Black
22		12/7/2020	Black
23		12/7/2020	Black
24		12/8/2020	Black
25		12/8/2020	Black
26		12/9/2020	Black
27		12/10/2020	Black
28		12/12/2020	Black
29		1/8/2021	Black
30		1/11/2021	Black
31		1/11/2021	Black
32		1/12/2021	Black
33		1/12/2021	Black
34		1/13/2021	Black
35		1/13/2021	Black
36		1/13/2021	Black
37		1/14/2021	Black
38		1/15/2021	Black
39		1/15/2021	Black
40		1/16/2021	Black
41		1/17/2021	Black

Attachment A-2 Sample Handling Class Member List

42	(b) (6), (b) (7)(C)	1/17/2021	Black
43		1/17/2021	Black
44		1/18/2021	Black
45		1/19/2021	Black
46		1/20/2021	Black
47		1/20/2021	Black
48		1/20/2021	Black
49		1/21/2021	Black
50		10/13/2020	Black
51		11/16/2020	Black
52		11/25/2020	Black
53		11/26/2020	Black
54		11/29/2020	Black
55		11/30/2020	Black
56		9/26/2020	Black
57		9/29/2020	Black

Attachment A-3 Medical Technician I Class Member List

Class Member #	Name	Application Date	Class
1	(b) (6), (b) (7)(C)	3/25/2021	Asian
2	(b) (6), (b) (7)(C)	1/17/2021	Asian
3	(b) (6), (b) (7)(C)	1/6/2021	Asian
4	(b) (6), (b) (7)(C)	1/6/2021	Asian
5	(b) (6), (b) (7)(C)	1/6/2021	Asian
6	(b) (6), (b) (7)(C)	2/22/2021	Asian
7	(b) (6), (b) (7)(C)	1/25/2021	Asian
8	(b) (6), (b) (7)(C)	1/19/2021	Asian
9	(b) (6), (b) (7)(C)	12/21/2020	Asian
10	(b) (6), (b) (7)(C)	1/19/2021	Asian
11	(b) (6), (b) (7)(C)	1/12/2021	Asian
12	(b) (6), (b) (7)(C)	1/2/2021	Asian
13	(b) (6), (b) (7)(C)	12/26/2020	Asian
14	(b) (6), (b) (7)(C)	12/11/2020	Asian
15	(b) (6), (b) (7)(C)	11/21/2020	Asian
16	(b) (6), (b) (7)(C)	11/18/2020	Asian
17	(b) (6), (b) (7)(C)	11/20/2020	Asian

ATTACHMENT B
Timeline

CA Signed by OFCCP Regional Director: Effective Date			
9/25/2023			Effective Date (ED)
Establishment of Account for Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
9/25/2023	0	0	Contractor represents it has sufficient funds on hand to satisfy claims by the settlement class up to the total settlement amount of \$525,000. (herein "Settlement Fund")
Establishing Eligible Applicant List (Final List)			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
10/25/2023	30	30	Contractor provides initial notice by regular first class mail to Affected Applicants.
TBD	5		If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
biweekly			Contractor notifies OFCCP of all letters returned as undeliverable. If a Notice is returned with a forwarding address, the contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
12/24/2023	60	90	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
1/8/2024	15	105	Within 15 days of receipt of this list, OFCCP will attempt to locate the Affected Applicants whose letters were returned as undeliverable or who did not respond.
1/23/2024	30	120	Contractor will send second mailing within 30 days after meeting with OFCCP.
3/23/2024	150	180	Final deadline for Affected Employees to respond to the notice.
4/7/2024	15	195	Contractor provides list of Eligible Class Members who will participate in the settlement fund as well as the priority employment list.
4/22/2024	15	210	OFCCP reviews and approves final Eligible Class Member List and the priority employment list.
Disbursement of Settlement Fund			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
5/22/2024	30	240	Contractor disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Class Member list.
Varies	7		Contractor will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
Varies	15		OFCCP will provide alternate address to contractor.
Varies	15		Contractor will re-mail checks with new address provided by OFCCP.

ATTACHMENT B

Timeline

8/20/2024	90	330	First Check Deadline: Contractor will notify OFCCP of any checks uncashed after 90 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
11/18/2024	180	420	Eligible Class Members have 180 days to cash their checks, after which the checks become void.
12/18/2024	30	450	Contractor will make a second distribution, as appropriate, 30 calendar days after initial checks are void.
2/1/2025	45	495	Second Check Deadline: Eligible Class Members who have been issued second checks have 45 days to cash checks. As appropriate, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check chased, and any uncashed or returned checks.
Job Opportunities			
Varies			As positions become available, Contractor shall make at least two attempts to reach Eligible Class Members by phone to invite to apply to positions. See CA for reporting requirements.
Closing the Settlement Fund			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
3/18/2025	45	540	The settlement fund closes 45 days after the second distribution.

Monitoring and Progress Reports

Reporting Activity		Days	Due Date		
Report on training provided to managers and employees		90	12/24/2023		
Report on revised application and hiring processes		90	12/24/2023		
Report #	Days covered by report	Covering		Days to provide report	Estimated Report Due Dates
1	365	9/25/2023	9/24/2024	30	10/24/2024
2	365	9/25/2024	9/25/2025	30	10/25/2025

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS – KIT PRODUCTION ASSISTANT I

Dear *[name]*:

LabCorp Central Laboratory Services, LP and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of LabCorp Central Laboratory Services, LP, Indianapolis, IN facility.

OFCCP’s analysis of LabCorp Central Laboratory Services, LP’s hiring process and selection procedures revealed that during the period of May 3, 2019 to May 3, 2021 (“Review Period”), LabCorp Central Laboratory Services, LP had hiring disparities against Black applicants for Kit Production Assistant I positions. OFCCP found that there was a disparity in the hiring of Kit Production Assistant I applicants based on race. LabCorp Central Laboratory Services, LP has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that LabCorp Central Laboratory Services, LP violated any laws. OFCCP and LabCorp Central Laboratory Services, LP entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Kit Production Assistant I position during that time period but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$1,629 less lawful payroll deductions. Under the terms of this Agreement, it may take up to 8 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by *[insert date by which class members must respond]*.**

[Name]
[Position]
[Contractor]
[Address]

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

In addition to the monetary distribution, LabCorp Central Laboratory Services, LP will be making job offers for Kit Production Assistant I positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with LabCorp Central Laboratory Services, LP, please check the

appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Kit Production Assistant I in the order that LabCorp Central Laboratory Services, LP receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call *name* at *contractor* at *phone number*, or OFCCP Compliance Officer ^{(b) (6), (b) (7)(C)} at ^{(b) (6), (b) (7)(C)} *(b) (6), (b) (7)(C)*@dol.gov Your call will be returned as soon as possible.

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

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT C-2

NOTICE TO AFFECTED CLASS – SAMPLE HANDLING ASSISTANT I

Dear [name]:

LabCorp Central Laboratory Services, LP and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of LabCorp Central Laboratory Services, LP, Indianapolis, IN facility.

OFCCP’s analysis of LabCorp Central Laboratory Services, LP’s hiring process and selection procedures revealed that during the period of May 3, 2019 to May 3, 2021 (“Review Period”) LabCorp Central Laboratory Services, LP had hiring disparities against Black applicants for Sample Handling Assistant I positions. OFCCP found that there was a disparity in the hiring of Sample Handling Assistant I applicants based on race. LabCorp Central Laboratory Services, LP has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that LabCorp Central Laboratory Services, LP violated any laws. OFCCP and LabCorp Central Laboratory Services, LP entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Sample Handling Assistant I position during that time period but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$4,231 less lawful payroll deductions. Under the terms of this Agreement, it may take up to 8 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
[Position]
[Contractor]
[Address]

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

In addition to the monetary distribution, LabCorp Central Laboratory Services, LP will be making job offers for Sample Handling Assistant I positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with LabCorp Central Laboratory Services, LP, please check the

appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Sample Handling Assistant I in the order that LabCorp Central Laboratory Services, LP receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call *name* at *contractor* at *phone number*, or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

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

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT C-3

NOTICE TO AFFECTED CLASS – MEDICAL TECHNICIAN I

Dear *[name]*:

LabCorp Central Laboratory Services, LP and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), as amended, that OFCCP found during a compliance review of LabCorp Central Laboratory Services, LP, Indianapolis, IN facility.

OFCCP’s analysis of LabCorp Central Laboratory Services, LP’s hiring process and selection procedures revealed that during the period of May 3, 2019 to May 3, 2021 (“Review Period”), LabCorp Central Laboratory Services, LP had hiring disparities against Asian applicants for Medical Technician I positions. OFCCP found that there was a disparity in the hiring of Medical Technician I applicants based on race. LabCorp Central Laboratory Services, LP has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that LabCorp Central Laboratory Services, LP violated any laws. OFCCP and LabCorp Central Laboratory Services, LP entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/agencies/ofccp/classmembers.

You have been identified as an individual who applied for a Medical Technician I position during that time period but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$3,274 less lawful payroll deductions. Under the terms of this Agreement, it may take up to 8 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by *[insert date by which class members must respond]*.**

[Name]
[Position]
[Contractor]
[Address]

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

In addition to the monetary distribution, LabCorp Central Laboratory Services, LP will be making job offers for Medical Technician I positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with LabCorp Central Laboratory Services, LP, please check the

appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Medical Technician I in the order that LabCorp Central Laboratory Services, LP receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call *name* [] at *contractor* at *phone number*, or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

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

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT D -1

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

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

Email: _____

Notify LabCorp Central Laboratory Services, LP at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in a Kit Production Assistant I position with LabCorp Central Laboratory Services, LP. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with LabCorp Central Laboratory Services, LP as a Kit Production Assistant I.

No, I am not currently interested in employment with LabCorp Central Laboratory Services, LP as a Kit Production Assistant I.

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

[Name]
[Address]

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

Signature

Date

ATTACHMENT D -2

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

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

Email: _____

Notify LabCorp Central Laboratory Services, LP at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in a Sample Handling Assistant I position with LabCorp Central Laboratory Services, LP. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with LabCorp Central Laboratory Services, LP as a Sample Handling Assistant I.

No, I am not currently interested in employment with LabCorp Central Laboratory Services, LP as a Sample Handling Assistant I.

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

[Name]
[Address]

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

Signature

Date

ATTACHMENT D - 3

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____

Address: _____

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

Email: _____

Notify LabCorp Central Laboratory Services, LP at the address below if your address, email address or phone number changes within the next twelve months.

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

Please indicate below whether you are currently interested in employment in a Medical Technician I position with LabCorp Central Laboratory Services, LP. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with LabCorp Central Laboratory Services, LP as a Medical Technician I.

No, I am not currently interested in employment with LabCorp Central Laboratory Services, LP as a Medical Technician I.

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

[Name]
[Address]

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

Signature

Date

ATTACHMENT E - 1

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

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

In consideration of the payment of at least \$1,629 (less deductions required by law) by LabCorp Central Laboratory Services, LP to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

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

II.

I understand that LabCorp Central Laboratory Services, LP denies that it treated me unlawfully or unfairly in any way and that LabCorp Central Laboratory Services, LP entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 3, 2021. I further agree that the payment of the aforesaid sum by LabCorp Central Laboratory Services, LP to me is not to be construed as an admission of any liability by LabCorp Central Laboratory Services, LP

III.

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

IV.

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

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

Printed Name

Signature

ATTACHMENT E - 2

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

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

In consideration of the payment of at least \$4,231 (less deductions required by law) by LabCorp Central Laboratory Services, LP to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

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

II.

I understand that LabCorp Central Laboratory Services, LP denies that it treated me unlawfully or unfairly in any way and that LabCorp Central Laboratory Services, LP entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 3, 2021. I further agree that the payment of the aforesaid sum by LabCorp Central Laboratory Services, LP to me is not to be construed as an admission of any liability by LabCorp Central Laboratory Services, LP

III.

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

IV.

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

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

Printed Name

Signature

ATTACHMENT E - 3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

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

In consideration of the payment of at least \$3,274 (less deductions required by law) by LabCorp Central Laboratory Services, LP to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

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

II.

I understand that LabCorp Central Laboratory Services, LP denies that it treated me unlawfully or unfairly in any way and that LabCorp Central Laboratory Services, LP entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 3, 2021. I further agree that the payment of the aforesaid sum by LabCorp Central Laboratory Services, LP to me is not to be construed as an admission of any liability by LabCorp Central Laboratory Services, LP

III.

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

IV.

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

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

Printed Name

Signature