



**CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
AMNEAL PHARMACEUTICALS OF NY, LLC  
75 ADAMS AVE  
HAUPPAUGE, NY 11788  
OFCCP CASE NO. R00185710**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of the Amneal Pharmaceuticals of NY, LLC's ("Amneal") establishment located at 75 Adams Avenue, in Hauppauge, NY 11788, on September 19, 2013, and found that Amneal was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and their implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Amneal of the initial violations found and the corrective actions required in a Notice of Violations issued on March 5, 2015. In the interest of resolving the violations and in exchange for the good and valuable consideration described in this document, OFCCP and Amneal enter into this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

- 1) In exchange for Amneal's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself if Amneal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2) Amneal agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Amneal will permit access to its premises during normal business hours for these purposes and will provide OFCCP with those reports and documents requested.
- 3) Amneal understands that nothing in this Agreement relieves Amneal of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation

Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

- 4) Amneal will not harass, intimidate, threaten, coerce or discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
- 5) The parties understand the terms of this Agreement and enter into it voluntarily.
- 6) This Agreement, including its attachments, contains the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
- 7) If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 8) This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 45 days of the date the Regional Director signs the Agreement.
- 9) This Agreement will expire 60 days after Amneal submits the Sixth Report, as defined and required in Part IV below, unless OFCCP notifies Amneal in writing prior to the expiration date that Amneal has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Amneal has met all of its obligations under the Agreement.
- 10) If Amneal violates this Agreement,
  - a. the procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - i. If OFCCP believes that Amneal violated any term of the Agreement while it was in effect, OFCCP will send Amneal written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Amneal will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Amneal 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

b. Amneal may be subject to the sanctions set forth in Section 209 of E.O. 11246, 41 C.F.R. § 60-300.66, and/or other appropriate relief for violation of this Agreement.

11) This Agreement does not constitute an admission by Amneal of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Amneal violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the compliance evaluation of Amneal, OFCCP contends that Amneal failed to afford equal employment opportunity to Hispanic applicants who applied for Compression Operator positions during the relevant review period.

Personnel activity provided by Amneal for the period of April 1, 2012 through March 31, 2013 revealed that from a qualified pool of 7e Hispanic applicants, Amneal hired 7e Hispanics (7e%) for Compression Operator positions. During the same time period, from a qualified pool of 7e Asian applicants, Amneal hired 7e Asians (7e%) into Compression Operator positions. OFCCP contends that this disparity in hiring rates adverse to Hispanic applicants is statistically significant at the level of 7e standard deviations with a shortfall of four Hispanic Compression Operator hires.

OFCCP's analysis indicates that Amneal did not utilize a consistent selection process and/or procedure in the screening, interviewing and selecting of Compression Operators. OFCCP contends the information obtained from interviews and OFCCP's comparison of the applicant information to the selection criteria does not explain the statistical disparity. OFCCP thoroughly reviewed all the documents, data and information collected and did not find any legitimate non-discriminatory reason that justifies these disparities.

Accordingly, OFCCP contends that Amneal discriminated against 8 qualified Hispanic applicants not hired into Compression Operator positions because of their race and/or ethnicity in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** Amneal agrees to the following:

#### **A. Updated Hiring Process:**

Within 100 days from the Effective Date of this Agreement, Amneal will review and update as necessary, in writing, the practices, policies, and procedures used to select candidates for Compression Operator positions. Specifically, Amneal will:

1. Review its job description for Compression Operator positions to ensure it addresses the essential functions; minimum qualifications, including required skills; and review the criteria used in each step of the hiring process, including any application screens, interviews, tests, background checks, or other selection procedures;
2. Review and update, as necessary, the specific, job-related qualification standards for Compression Operator positions that reflect the duties, functions, and competencies of the position to minimize the potential of unlawful discrimination on the basis of race;
3. Ensure all policies and qualification standards are uniformly applied to all applicants;
4. Ensure all stages of the selection process for Compression Operator positions are in compliance with the Uniform Guidelines on Employee Selection Procedures, 41 CFR 60-3; and
5. List the minimum qualifications, including required skills, on all recruiting materials and job postings.

**B. Training:**

Within 115 days of the Effective Date of this Agreement, Amneal will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Compression Operator positions on its updated selection procedure. The training will include instruction on:

1. Proper implementation of the recruitment, tracking, and selection procedures;
2. Neutral application of the specified qualifications and criteria that will be used at each step in the hiring process;
3. Procedures to be used to document the decisions made at each step in the hiring process;
4. Procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3; and
5. Amneal's equal opportunity obligations and non-discrimination policies related to hiring.

**C. Notification:**

1. Within 60 days from the Effective Date of this Agreement, the Company's designated claims administrator shall notify the 8 Hispanic Class Members listed in Attachment A (hereinafter "List") of the terms of this Agreement by distributing

Attachment B (hereinafter "Notice of Claims"), Attachment C (hereinafter "Information Verification & Employment Interest Form"), and Attachment D (hereinafter "Release of Claims"). The Company's designated claims administrator shall also include with the Verification & Employment Interest form a copy of Company's employment application. The Company's designated claims administrator shall mail these documents, by certified mail and regular mail, to the last known address of each person on the List. Class members must respond by returning the fully executed Information Verification & Employment Interest Form, Release of Claims, and if interested in employment, employment application form, to the Company's designated claims administrator within 30 days of the date the envelope containing the Notice of Claims, Information Verification & Employment Interest Form, Release of Claims and employment application, was post marked, or they will forfeit all consideration for back pay, interest, a job offer, or any other consideration of this Agreement.

2. Within 100 days of the Effective Date of this Agreement, Amneal will provide OFCCP with a copy of the List of Non-Responsive Class Members identifying the applicants who did not respond to the Notice (hereinafter "Non- Responsive Class Members"), along with documentation demonstrating Amneal's attempt to locate these individuals. OFCCP will attempt to locate those Non- Responsive Class Members. OFCCP will have 30 days from receipt of the List of Non-Responsive Class Members to attempt to locate the Non-Responsive Class Members and to provide the Company and its designated claims administrator the contact information of any Non-Responsive Class Members OFCCP is able to locate ("List of Located Class Members").
3. Within 30 days after receipt of the List of Located Class Members, the Company's designated claims administrator shall mail to any Located Class Member a second Notice of Claims, Information Verification & Employment Interest Form, employment application and Release of Claims. Located Class Members must respond by returning the fully executed Information Verification & Employment Interest Form, Release of Claims, and if interested in employment, employment application, to the Company's designated claims administrator within 30 days of the date the envelope containing the second Notice of Claims, Information Verification & Employment Interest Form, Release of Claims and employment application was post marked, or they will forfeit all consideration for back pay, interest, a job offer, or any other consideration of this Agreement.
4. Within 195 days of the Effective Date of this Agreement, the Company's designated claims administrator will provide OFCCP with the names of all individuals from the List who returned the signed Information Verification & Employment Interest Form, the fully executed Release of Claims, and, for those interested in employment with Amneal, the employment application. OFCCP will have 10 additional days from the receipt of the Final List to approve it, and if OFCCP does not approve the Final List within this 10 day period the list shall be deemed by all parties to the Agreement approved by OFCCP. Once the Final List has been approved, only those individuals who complied with the deadlines set forth in this Section A and who appear on the Final List shall be eligible to receive the monetary, employment and other benefits provided for in this Agreement (hereinafter "Eligible Class

**D. Offers of Employment:**

From the Final List, the Company’s designated claims administrator will compile, in chronological order by date of fully executed responses to the Information Verification & Employment Interest Form, employment application and Release of Claims, a separate list (hereinafter “Employment Offer List”) of Eligible Class Members who returned a signed Release of Claims, indicated an interest in employment on the Information Verification & Employment Interest Form, completed the employment application form, and who are not currently working for Amneal. The individuals on the Employment Offer List will be considered for future job vacancies in Compression Operator positions as follows: As vacancies arise, Amneal will extend job offers in writing to Class Members on the Employment Offer List who successfully meet all pre-offer and post offer basic job qualifications, which shall be no stricter than those in place during the review period, at the current rate of pay for new hires at the time the offer is made, until four of those on the Employment Offer List are hired and have reported to work, or the Employment Offer List is exhausted (i.e., offers have been made to all those on the Employment Offer List, regardless of whether such offer has been accepted) whichever comes first. The individuals from the Employment Offer List who are hired under this Agreement will be provided with an acceptable time frame to report to work of at least two weeks.

**E. Monetary Settlement:**

Amneal agrees to make a payment as a monetary settlement, as indicated in this Agreement. The total monetary settlement of \$99,000 is a negotiated figure that represents back pay in the amount of \$96,059.70 plus interest in the amount of \$2,940.30. This monetary settlement, less legal deductions required by law, will be distributed equally among all Eligible Class Members who sign, complete, and return the Information Verification & Employment Interest Form, and the Release of Claims in accordance with this Agreement. Amneal will provide appropriate Internal Revenue Service documentation (such as federal, state and/or local taxes and FICA) to the Eligible Class Members relating to their share of the monetary settlement. Each Eligible Class Member will receive an IRS Form W-2 for their share of the back pay and an IRS Form 1099 for their share of the interest amount. Monetary relief is not contingent upon accepting a job offer or appearing on the Employment Offer List.

Amneal will equally disburse the monetary settlement, within 235 days of the Effective Date of this Agreement, among all Hispanic Class Members on the Final List. The total back pay settlement amount will not be reduced even if some of the 8 Hispanic Class Members cannot be located. If, after the initial distribution of back wages, monies still remain, Amneal will then have 60 days to equally distribute the remaining monies among each Eligible Class Member on the Final List.

2. **VIOLATION:** OFCCP contends that Amneal failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) personnel action involved, whichever occurred later. Specifically, during the periods of April 1, 2012 through March 31, 2013, OFCCP contends that Amneal failed to preserve complete and accurate records of its application and selection procedures in accordance with the requirements of 41 CFR 60-1.12 (a)(d), 41 CFR 60-3, 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a).

**REMEDY:** Amneal will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Amneal will preserve all employment and personnel records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

3. **VIOLATION:** OFCCP contends that Amneal failed perform an in-depth analyses of its hiring process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements of 41 CFR 60-2.17(b), and where impediments were identified, Amneal failed to develop and execute adequate action oriented programs pursuant to 41 CFR 60-2.17(c). Specifically, OFCCP contends that Amneal did not accurately evaluate its applicant and hire activity to determine whether there were selection disparities. OFCCP further contends that Amneal failed to correct selection procedures, which OFCCP contends created barriers to employment opportunities.

**REMEDY:** Amneal will evaluate its hiring procedures, and applicant and hire activity to determine whether there are disparities in the employment of minorities and will develop and execute action oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17 (b) and to attain established goals and objectives. Amneal will also demonstrate, in connection with Hispanic applicants and hires for Compression Operator positions, that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. Amneal will perform analyses of its hiring process to determine whether and where impediments to equal employment opportunity exist.

Amneal will incorporate these analyses and determinations into Amneal's current AAPs. Amneal will update these analyses annually and incorporate them into its future AAPs.

4. **VIOLATION:** OFCCP contends that Amneal failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program in violation of 41 CFR 60-2.17 (d). Specifically, OFCCP contends that Amneal failed to monitor records of all personnel activity, failed

to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

**REMEDY:** Amneal will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity in accordance with 41 CFR 60-2.17 (d).

**FUTURE CONDUCT:** Amneal will not repeat the above violations which OFCCP contends occurred.

#### **PART IV. REPORTS REQUIRED**

In order for OFCCP to monitor Amneal's progress toward fulfilling the provisions of this Agreement, Amneal will submit the specific reports identified below.

Amneal will send each report to:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
26 Federal Plaza, Room 36-116  
New York, New York 100278  
ATTN: Assistant District Director

1. The First Report will be due within 75 days of the Effective Date of this agreement, and will include documentation of Amneal's mailing of the Notices to Class Members, the Releases of Claims, the Information Verification & Employment Interest Form, and the employment application forms.
2. The Second Report will be due within 100 days of the Effective Date of this agreement and will include a list of Non Located Class Members who failed to respond to the Notice of Claims along with undeliverable envelopes or other documentation.
3. The Third Report will be due within 130 days of the Effective Date of this agreement and will include:
  - a) Documentation verifying that Amneal provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to Violations 1 of this Agreement. This documentation will include, but not be limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s); and

- b) A description of: (a) the ways Amneal updated its selection process to fill Compression Operator vacancies, including any update(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (b) any updates to Amneal's methods for tracking such information, including by race, ethnicity and gender; and (c) the internal audit and reporting systems put into place for monitoring Amneal's progress and program effectiveness.
4. The Fourth Report will be due within 195 days of the Effective Date of this agreement and will include:
  - a) Documentation of Amneal's second mailing of the Notice to Class Members, the Releases of Claims, the Information Verification & Employment Interest Forms, and the employment application forms.
  - b) A Final List of Class Members who shall be entitled to monetary and other benefits provided for in this Agreement
5. The Fifth Report will be due 90 days after OFCCP approves the final list as set forth in Part III, Violation 1, Amneal will provide:
  - a) Documentation of specific hiring activity of the Eligible Class Members who were hired into Compression Operators positions, including name, date of hire, job title, ethnicity and rate of pay.
  - b) Documentation on the disposition of non-hired class members, which includes date of offer and reasons for non-hire.
  - c) Documentation of monetary relief provided to Eligible Class Members as specified in subparagraph D of the Remedy to Violation 1. The documentation should include copies of all Release of Claims and cancelled checks disbursed by Amneal to the class members, or other equivalent documentation verifying that eligible class members were paid.
6. Amneal must submit a Sixth Progress Report covering the one year period (hereinafter "One Year Reporting Period") beginning 125 days from the Effective Date of the agreement. This final Progress Report will be due 90 days following the expiration of the One Year Reporting Period, and shall include:
  - a) The total number of Hispanic and Asian applicants for the Compression Operator position during the one year reporting period;
  - b) The breakdown of applicants and hires during the one year reporting period by applicable Asian and Hispanic status;
  - c) The result of the Company's analysis as to whether its hiring process during the one year period has an adverse impact at or above two standard deviations against Hispanics as compared to Asians in the Compression Operator title;

- d) If the hiring process during the one year reporting period has an adverse impact at or above two standard deviations against any Hispanics as compared to Asians in the Compression Operators job title, provide the qualification(s) that Amneal used, if any, and the stage at which Amneal used the qualification(s) as a screening device;
  - e) If the hiring process during the one year reporting period has an adverse impact at or above two standard deviations against any Hispanics as compared to Asians in the Compression Operators job title, provide the results of Amneal's evaluation of the individual components of the selection process for adverse impact; and actions taken by Amneal, where action is appropriate, after determining that any component of the hiring process has an adverse impact at or above two standard deviations against Hispanics as compared to Asians in the Compression Operators job title.
7. Amneal will retain all records pertinent to the violations resolved by this Conciliation Agreement and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.

Note: Amneal will also update its AAPs to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300, revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741, revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) at the start of its next standard 12-month AAP review and updating cycle.

This Agreement will expire 45 days after receipt of the final progress report, or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

#### **PART V: SIGNATURES**

The person signing this Conciliation Agreement on behalf of Amneal Pharmaceuticals of NY, LLC, personally warrants that he/she is fully authorized to do so, that Amneal Pharmaceuticals of NY, LLC, has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Amneal Pharmaceuticals of NY, LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Amneal Pharmaceuticals of NY, LLC

*[signatures on the following page]*

Amneal Pharmaceuticals of NY, LLC, Hauppauge, NY - Conciliation Agreement

**7c**

NIKITA SHAH  
SVP, Corporate Affairs & Human Resources  
Amneal Pharmaceuticals of NY, LLC  
75 Adams Ave  
Hauppauge, NY 11788

DATE 9-30-15

**7c**

Compliance Officer  
New York District Office  
OFCCP – Northeast Region

DATE 9/30/15

**7c**

MANUEL GARCIA  
New York Assistant District Director -  
OFCCP

DATE 9/30/15

**7c**

DIANA SEN  
Northeast Regional Director - OFCCP

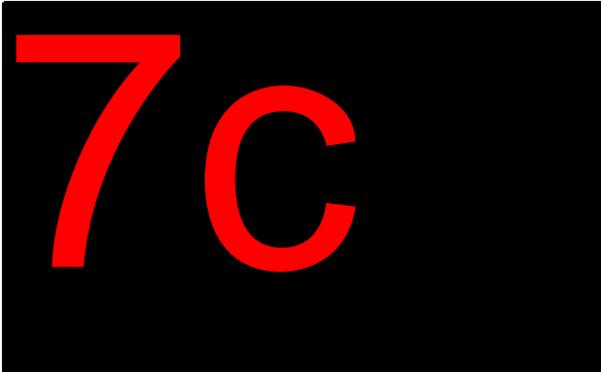
DATE 9/30/15

**U.S. Department of Labor**

**Office of Federal Contract  
Compliance Programs  
New York District Office  
26 Federal Plaza, Room 36-116  
New York, NY 10278-0002  
(212) 264-7742  
(212) 264-8166 FAX**



**ATTACHMENT A: LIST**



**ATTACHMENT B**  
**NOTICE OF CLAIMS**

[Date]

[Name]

[Street]

[City, State, Zip Code]

Dear [Name]:

Amneal Pharmaceuticals of NY, LLC ("Amneal") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to resolve alleged issues regarding hiring for the Compression Operator position at Amneal's 75 Adams Avenue facility during the period April 1, 2012 through March 31, 2013 ("review period"). You have been identified as an individual who applied but was not hired for a Compression Operator position during that time period.

As part of this Agreement, you may be eligible to receive a distribution of at least \$12,375 less lawful payroll deductions. Under the terms of this Agreement it may take up to 10 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must fully complete, sign, and return the enclosed (1) Information Verification & Employment Interest Form (2) Release of Claims, and (3) if you are interested in employment with Amneal, the employment application. (Note: you do not need to return the employment application if you are not interested in a Compression Operator position with Amneal.) within thirty (30) calendar days of the date the envelope containing this release was postmarked, to:

**[CLAIMS ADMINISTRATOR DESIGNATED BY AMNEAL]**

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification & Employment Interest Form, Release of Claims, and if you are interested in employment with Amneal, employment application.

In addition to the monetary distribution, Amneal may be extending job offers for Compression Operator positions to up to four (4) individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Amneal, please check the appropriate box on the enclosed Information Verification & Employment Interest Form, fully execute the Release of Claims, and complete the employment application, and return all fully completed and executed forms by mail or facsimile within thirty (30) calendar days of the date the envelope containing this Notice of Claims was postmarked.

Offers will be made in chronological order based on the date of the completed Information Verification & Employment Interest Form and fully execute the Release of Claims are received.

Entering into a Conciliation Agreement does not constitute an admission by the Company of any violation of or non-compliance with any laws or of any other wrongdoing whatsoever. Nor has there been any adjudicated finding that Amneal violated any laws when it did not select you for a Compression Operator position when you applied at the Company. The Company has entered into an Agreement in the interest of conciliation and to resolve and bring closure to the compliance review by the OFCCP.

. If you have any questions you may call [NAME] at the Company's designated claims administrator at [PHONE NUMBER], or OFCCP Compliance Officer [REDACTED] at 212-264-7e. Your call will be returned as soon as possible.

**IF YOU FAIL TO FULLY COMPLETE AND RETURN THE ENCLOSED INFORMATION VERIFICATION AND RELEASE OF CLAIMS TO AMNEAL'S DESIGNATED CLAIMS ADMINISTRATOR WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE OF CLAIMS WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT. SIMILARLY, IF YOU DO NOT RETURN THE ENCLOSED EMPLOYMENT APPLICATION WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE OF CLAIMS WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

**[CLAIMS ADMINISTRATOR DESIGNATED BY AMNEAL]**

cc: [REDACTED] OFCCP Ex 6 & 7C  
[REDACTED]@dol.gov

Enclosures:

Information Verification and Employment Interest Form  
Employment Application  
Release of Claims

**ATTACHMENT C**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in order to be eligible for the monetary payment and employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Amneal Pharmaceuticals of NY, LLC ("Amneal"), and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

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

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

For purposes of this settlement, it is necessary to verify your race:

Caucasian  African American  Hispanic  Asian  Native American

Please indicate below whether you are currently interested in employment in a Compression Operator position with Amneal. 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 Amneal as a Compression Operator.
- No, I am not currently interested in employment with Amneal as a Compression Operator.

**IF YOU FAIL TO COMPLETE AND RETURN ALL OF THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 60 DAYS OF THE DATE THE ENVELOPE CONTAINING THESE ENCLOSED DOCUMENTS WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

**[CLAIMS ADMINISTRATOR DESIGNATED BY AMNEAL]**

Attn: [Insert Name]

Title: [Insert Title]

[Address]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DRAFT

## ATTACHMENT D

### RELEASE OF CLAIMS

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Amneal Pharmaceuticals of NY, LLC ("Amneal ") paying you money, you agree that you will not file any lawsuit against Amneal for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Compression Operator positions. It also says that Amneal 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, employment or any other benefit provided for in the Conciliation Agreement between Amneal and the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP").

In consideration of the payment of at least \$ 12,375 (less deductions required by law) by Amneal to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

I. I hereby waive, release and forever discharge Amneal, its predecessors, successors, related entities, parents, subsidiaries, departments and units, affiliates, joint ventures, and any related organizations, and its and their current and former shareholders, directors, officers, employees, agents, attorneys, 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, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Act of 1974, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time prior to the effective date of this Release.

#### II.

I understand that Amneal denies that it treated me unlawfully or unfairly in any way and that Amneal entered into a Conciliation Agreement with OFCCP in the spirit of cooperation and to bring to closure the Compliance Review initiated by OFCCP without further legal proceedings. I further agree that the payment of the aforesaid sum by Amneal to me is not to be construed as an admission of any liability by Amneal.

#### III.

I declare that I have carefully 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 of Claims, the Information Verification & Employment Interest Form, and if you are interested in employment with Amneal, the employment application, **and** return them to Amneal's designated claim representative within 30 calendar days of the date the envelope containing this Release was postmarked, I will not receive any money, employment, or any other benefit or provided for in the Conciliation Agreement between Amneal and the OFCCP.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

DRAFT