

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

B. Braun Medical Inc.
901 Marcon Boulevard
Allentown, PA 18109

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated B. Braun Medical Inc. (B. Braun) establishment located at 901 Marcon Blvd, Allentown, PA 18109, beginning on October 24, 2018. OFCCP alleged that B. Braun failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Parts 60-1, -2.

In the interest of resolving this matter without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and B. Braun enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

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

II. General Terms and Conditions

1. In exchange for B. Braun's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA). However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if B. Braun 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 B. Braun'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. B. Braun 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 B. Braun of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. B. Braun and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. B. Braun agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after B. Braun submits its final progress report required in Section VII, below, unless OFCCP notifies B. Braun in writing before the expiration date that B. Braun 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 B. Braun has met all of its obligations under the Agreement.
11. If B. Braun violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send B. Braun a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. B. Braun 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.
 - iii. If B. Braun is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 B. Braun, 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. B. Braun 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. B. Braun neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 - 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than 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. Discrimination Violation

ALLEGED VIOLATION: B. Braun discriminated against females by steering them into lower-paying positions when opportunities were available in higher-paying positions. Specifically, during the period of January 1, 2017 through December 31, 2017, B. Braun hired females into the lower-paying General Manufacturing Associate position while males were placed into the higher-paying Warehouse Associate position. This is a violation of 41 CFR § 60-1.4(a)(1).

B. Braun denies that it discriminated against any female hires. B. Braun further denies that it failed to comply with the Executive Order and its implementing regulations.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within fifteen (15) days after the Effective Date, B. Braun will set aside a total of \$77,002.56 in an FDIC-insured account maintained by

B. Braun for the Settlement Fund. The Settlement Fund shall bear interest at the prevailing interest rate of 1.5% (computed on the basis of a 360-day year, actual days elapsed) from the Effective Date to the date the Settlement Fund is distributed per Section IV.2 below, and B. Braun will increase the amount of the Settlement Fund by the amount of interest accrued on the Settlement Fund in this period. By the deadline set forth in the Timeline, B. Braun will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number in which the Settlement Fund is held, the date the Settlement Fund is set aside in the account, the amount of the Settlement Fund, and an accounting of the interest borne on the Settlement Fund. By the dates set forth in the Timeline, B. Braun will provide OFCCP with a written certification showing the current balance of the Settlement Fund, list of transactions and the amount of accrued interest on the Settlement Fund. The Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. B. Braun's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. B. Braun will be responsible for any banking account fees.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$73,254.88 in back pay and \$3,747.68 interest to resolve specific violations set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on the Settlement Fund, will be distributed among the eligible employees 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/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Employee(s)). These individuals will be listed on the Final List of Eligible Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Employee based on the formula or other terms provided in this Agreement. All Eligible Employees are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with B. Braun.
- c. **Individual Payment Amounts.** The Settlement Fund will be distributed equally to all individuals listed on the Final List.

- d. **Payments to Eligible Employees.** OFCCP will provide B. Braun a list of the payment amount for each Eligible Employee on the Final List by the date set forth on the Timeline. B. Braun will issue checks or make electronic payments to each Eligible Employee 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. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Employee will be void. With respect to any uncashed funds, B. Braun will make a second distribution to all Eligible Employees who cashed their first check.
- e. **Tax Payments, Forms and Reporting.** B. Braun will pay B. Braun's employer share of social security withholdings, and any other tax payments B. Braun is required to pay by law from additional funds separate from the Settlement Fund. B. Braun shall mail to each Eligible Employee, as required by the IRS, an IRS Form W-2 for that portion of the payment representing back pay and, if required by law, an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks, or by the applicable date required by law. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

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 Employees 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 (English and Spanish) to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, B. Braun 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 B. Braun agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** B. Braun will distribute Notice Documents to Affected Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Income 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 or other information that better enables Affected Employees 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 B. Braun, 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 Employees.** OFCCP shall provide B. Braun with complete contact information in its possession or its authority to obtain on the Affected Employees by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Employees.** B. Braun will provide initial notice by regular first-class mail. B. Braun will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the last known mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, B. Braun will re-mail the Notice Documents within five (5) business days of receipt of the forwarding address.

Based on the response to the initial mail 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 Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Affected Employee 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees 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. B. Braun will provide OFCCP contact information to any Affected Employee with questions or concerns.
- h. **Exchange of Information Regarding Affected Employees.** B. Braun and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice 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 Employees 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. B. Braun will provide to OFCCP any information necessary to determine the Final List.

- j. **Documentation of Payments.** By the deadline set forth in the Timeline, B. Braun will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, 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, B. Braun will provide a similar documentation on the second distribution.
- k. **Contractor's Expenses.** B. Braun 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. Modifications to Employment Practices and Other Non-Monetary Relief

1. Company Policy And Procedure

B. Braun will:

- A. Identify an individual to monitor the recruitment and placement of qualified applicants, regardless of gender, into the Warehouse Associate and General Manufacturing Associate positions. This will include, at a minimum, developing a strategy for identifying internal feeder job titles for each of these positions. Externally, B. Braun will communicate its equal employment opportunity obligations as a federal contractor to any staffing company used to ensure nondiscriminatory selection, hiring, and placement of diverse slates of temporary contractors into the Warehouse Associate and General Manufacturing Associate positions.
- B. Report the number of individuals referred by any staffing company, the number of temporary employees who started work, and the number of incumbents by sex, and the number of applicants and hires to permanent Warehouse Associate and General Manufacturing Associate positions by sex. This will include start date as temporary, hire date as applicable, job title placed into for temp and hire, list of all temps that are separated.

2. Training

Within 90 calendar days of the Effective Date of this Agreement, B Braun will conduct training for all employees involved in the hiring process for the General Manufacturing Associate and Warehouse Associate positions in job groups 7A and 8A on B. Braun's commitment to equal employment opportunity and on the policies and practices related to the selection of individuals for relevant positions.

VI. Technical Violation and Remedy

ALLEGED VIOLATION: B. Braun failed to prepare an acceptable job group analysis, as required by 41 CFR 60-2.12. Specifically, the job group analysis failed to combine jobs with similar content, wage rates, and opportunities.

REMEDY: B. Braun will prepare and maintain an acceptable job group analysis that properly combines jobs with similar content, wage rates, and opportunities, as required by 41 CFR 60-2.12.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** B. Braun agrees to retain all records relevant to the violations cited in Sections III and VI 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. B. Braun 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.** B. Braun agrees to furnish OFCCP with the following reports for the establishment listed in Part I of this Agreement during the Monitoring Period according to the following schedule (e.g. reports on revised policies, pay adjustments, validity studies, etc.):

Progress Report 1: Will cover the period of October 1, 2020 to December 31, 2020 and will be due February 1, 2021.

The progress report will include:

1. Documentation showing that B. Braun conducted training for all employees involved in the hiring process for the Warehouse Associate and General Manufacturing Associate positions in job groups 7A and 8A on B. Braun's commitment to equal employment opportunity and on the policies and practices related to the selection of individuals for relevant positions.
2. Documentation showing that B. Braun provided all employees with written or electronic communication of its commitment to equal employment opportunity, as well as copies of or an electronic link to policies addressing non-discrimination, anti-harassment, and anti-retaliation.

Progress Report 2: Will cover the period of January 1, 2021 to December 31, 2021 and will be due February 1, 2022.

The progress report will include:

1. Documentation of all placement, hiring, and promotion into the Warehouse Associate and General Manufacturing Associate positions.
2. Documentation of all internal and external recruitment of individuals for temporary and/or permanent placement into the Warehouse Associate and General Manufacturing Associate positions.
3. Documentation showing the numbers of individuals referred by a staffing agency for temporary employment in the Warehouse Associate and General Manufacturing Associate positions by sex, the temporary employees who started work by sex, and the number of incumbents by sex, and the number of applicants and hires to permanent Warehouse Associate and General Manufacturing Associate positions by sex. This will include start date as temporary, permanent hire date (as applicable), job title placed into for temporary and permanent employment, and a list of all temporary employees that separated.

B. Braun will submit reports to District Director Edward J. Rogers, U.S. Department of Labor – OFCCP, Robert N.C. Nix Sr. Federal Building, 900 Market Street, Suite 311, Philadelphia, PA 19107 or email to (b) (6), (b) (7)(C)@dol.gov. B. Braun 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 B. Braun provides in accordance with this agreement are customarily kept private or closely-held, and B. Braun believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, B. Braun 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.

- b. **Reports on Modifications to Personnel Practices.** In each Progress Report, B. Braun 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.
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 B. Braun’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify B. Braun in writing within sixty (60) days of the date of the final progress report that B. Braun 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 B. Braun within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines B. Braun has met all of its obligations under the Agreement.¹

¹ Furthermore, at the expiration of the monitoring period, the establishment will be selected in accordance with the scheduling methodology in place at that time.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and B. Braun Medical Inc., 901 Marcon Boulevard, Allentown, PA 18109.

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

JEAN-CLAUDE DUBACHER
Chairman and Chief Executive Officer
B. Braun Medical Inc.

DATE: Sep 28, 2020

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

CHRISTOPHER DONIGAN
Senior VP, Human Resources
B. Braun Medical Inc.

DATE: Sep 28, 2020

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

DATE: 9/29/2020

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

for EDWARD J. ROGERS
District Director
Philadelphia District Office

DATE: 09/29/2020

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

for (b) (7)(C), (b) (7)(E)
Compliance Officer
Philadelphia District Office

DATE: 09/29/2020

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents

Attachment A: List of Affected Employees

	Employee ID
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Attachment B- Timeline

ACTIVITY	DATE
B. Braun Medical Inc. provides documentation of establishment of settlement fund	10/13/2020
B. Braun Medical Inc. provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	10/27/2020
B. Braun Medical Inc. Mails Notice Documents (First Mailing)	10/27/2020
Deadline for Affected Employees to Reply to Notice	12/10/2020
B. Braun Medical Inc. and OFCCP meet to discuss results of initial mail notice	12/15/2020
OFCCP Provides Updated Contact Information to B. Braun Medical Inc.	12/29/2020
B. Braun Medical Inc. Mails Notice Documents (Second Mailing)	01/05/2021
Deadline for Affected Employees to Reply to Second Notice	02/17/2021
B. Braun Medical Inc. Provides List of its Determination of Eligible Employees	03/01/2021
OFCCP Reviews and Approves Final List and Distribution Amounts	03/16/2021
B. Braun Medical Inc. Mails Back pay Checks	03/30/2021
B. Braun Medical Inc. Notifies OFCCP of Any Checks Returned as Undeliverable	04/13/2021
OFCCP Provides Updated Addresses	04/28/2021
B. Braun Medical Inc. Mails Back pay Checks to New Addresses	05/04/2021
Distribution of Remaining Funds to Eligible Employees	05/18/2021

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS

Dear [name]:

B. Braun Medical Inc. (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP was investigating during a compliance review of B. Braun Medical Inc.'s 901 Marcon Boulevard, Allentown, PA facility. In particular, OFCCP alleges that B. Braun Medical Inc.'s hiring process and selection procedures during the period of January 1, 2017, through December 31, 2017, B. Braun Medical Inc. discriminated against female employees who were hired in the General Manufacturing Associate position in Job Group 8A. B. Braun Medical Inc. has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that B. Braun Medical Inc. violated any laws. OFCCP and B. Braun Medical Inc. entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who was affected during that time period.

As part of this Agreement, you are eligible to receive a distribution of at least \$2,851.94 less lawful payroll deductions. Under the terms of this Agreement it may take up to seven 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 Form Verification 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 Form Verification Form and Release of Claims Form.

If you have any questions you may call [name] at B. Braun Medical Inc. at [phone number], or OFCCP Compliance Officer (b) (7)(C), (b)(7)(E) at (b) (7)(C), (b)(6) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO B. BRAUN MEDICAL INC. BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT

Sincerely,

[Name]

Enclosures

Information Verification Form

Attachment C-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between B. Braun Medical Inc. 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 B. Braun Medical Inc. at the address below if your address or phone number changes within the next twelve (12) months.

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

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 C-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims ("Release") under Executive Order 11246 is a legal document. The document states that in return for B. Braun Medical Inc. ("B. Braun Medical Inc.") paying you money, you agree that you will not file any lawsuit against B. Braun Medical Inc. for allegedly violating Executive Order 11246, in connection with its selection procedures for applicants for General Manufacturing associate and Material Handler positions. It also says that B. Braun Medical Inc. 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 payment of at least \$2,851.94 (less adjustments required by law) by B. Braun Medical Inc. to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge B. Braun Medical Inc., 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, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my employment as a General Manufacturing Associate on the basis of my gender 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, relating to my nonselection with B. Braun Medical Inc. through the Effective Date of this Release.

II.

I understand that B. Braun Medical Inc. denies that it treated me unlawfully or unfairly in any way and that B. Braun Medical Inc. 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 September 17, 2018. I further agree that the payment of the aforesaid sum by B. Braun Medical Inc. to me is not to be construed as an admission of any liability by B. Braun Medical Inc.

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 B. Braun Medical Inc.

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

Printed Name