

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
B. Braun Medical, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the B. Braun Medical, Inc. (B. Braun) establishment located at 901 Marcon Blvd, Allentown, PA 18109-9512, beginning on October 24, 2018. OFCCP found that B. Braun failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR Chapter 60. Specifically, OFCCP found that B. Braun was in violation of the Conciliation Agreement, executed on September 29, 2020, when it continually failed to hire females for the Warehouse Associate position. On July 22, 2022, OFCCP notified B. Braun of the specific violations and the corrective actions required.

In the interest of resolving the violations 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 based on the violations identified in the previous Conciliation Agreement, executed on September 29, 2020. 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 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. B. Braun and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
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 VI, 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 or applicants.
 - 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, and their implementing regulations at 41 C.F.R. Chapter 60, 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 OFCCP.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Violations and Remedies

Violation: During the progress report period, B. Braun failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b). Specifically, B. Braun failed to develop and execute action-oriented programs to improve recruitment and increase the applicant flow of female applicants in the Warehouse Associate position.

Remedy: B. Braun will develop and execute detailed action-oriented programs designed to improve recruitment and increase the applicant flow and pool of qualified female applicants seeking the Warehouse Associate position, as required by 41 CFR 60-2.17(b). In addition, B. Braun will provide back-pay to non-selected female applicants who applied during the monitoring period of October 1, 2020, to December 31, 2022.

IV. Financial Remedy

- 1. **Settlement Fund Account.** Within fifteen (15) days after the Effective Date, B. Braun will deposit a total of \$75,984.40 in an FDIC-insured interest-bearing account maintained by B. Braun at the prevailing interest rate. 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 for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, B. Braun will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. 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.

2. **Specific Settlement Fund Amount.** The total settlement amount of \$75,984.40 includes \$71,117.20 in back pay and \$4,867.20 in interest to resolve the violation set forth above.

3. **Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amount of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or 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 Applicants/Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants/Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicants/Employees). These individuals will be listed on the Final List of Eligible Applicants/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 Applicant/Employee based on the formula or other terms provided in this Agreement. All Eligible Applicants/Employees are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with B. Braun.
- c. **Payments to Eligible Applicants/Employees.** OFCCP will provide B. Braun a list of the payment amount for each Eligible Applicant/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 Applicant/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. B. Braun shall provide OFCCP with 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 Applicant/Employee will be void. With respect to any uncashed funds, B. Braun will

make a second distribution to all Eligible Applicants/Employees who cashed their first check.

- d. **Tax Payments, Forms and Reporting.** B. Braun shall pay B. Braun's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. B. Braun shall mail to each Eligible Applicant/Employee 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/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant/Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement. 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.¹

4. 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/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 to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants/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 Applicants/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 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/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

¹ 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>

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 Applicants.** OFCCP shall provide B. Braun 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/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 best available mailing address for each Affected Applicant/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) 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/Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** B. Braun shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Affected Applicants/Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants/Employees 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/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.

- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants/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 Applicant/Employee with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants/Employees.** B. Braun and OFCCP will timely exchange information regarding Affected Applicants/Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants/Employees.** The Final List will include all Affected Applicants/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 applicants or 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.
- k. **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 Applicants/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.
- l. **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. Enhanced Compliance Provisions.

- 1. B. Braun will strive in good faith to increase the pipeline of female applicants and employees into Warehouse Associate roles that have historically been filled by males at this facility. Initiatives will include, but are not limited to, the following:
 - A. B. Braun will sponsor programs reviewed and approved by the Department of Labor's Employment & Training Administration (ETA) ("Sponsored Program") targeted to assist, attract, and develop the skills of female applicants and employees for certifications and training needed to increase the pipeline of female

applicants and employees to potentially be employed by B. Braun in the Warehouse Associate position. Contact information for ETA's Office of Apprenticeship is as follows:

James Foti, Regional Director
Office of Apprenticeship, Region 2
1835 Market St. ETA/OA 20
Philadelphia, Pennsylvania 19103
Office: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @dol.gov

- B. Where feasible, through its Sponsored Program with ETA, B. Braun will implement apprenticeship programs for female employees to qualify for the Warehouse Associate position.
- C. Where feasible, through its Sponsored Program with ETA, B. Braun will engage in outreach to increase enrollment of current female employees and applicants to approved certification programs to qualify for the Warehouse Associate position.
- D. B. Braun will coordinate with the local Employment Service Delivery System (ESDS) to solicit and obtain female applicants who are looking to return to or begin employment in the Warehouse Associate position. Through its Sponsored Program, B. Braun will facilitate the training and certifications needed to increase the pipeline of female applicants to potentially be employed by B Braun in the Warehouse Associate position.
- E. B. Braun will set aside at least \$35,000.00 to be utilized for its Sponsored Program. Such funds will be used by B. Braun to reimburse the cost of obtaining certifications needed to qualify for the Warehouse Associates position to female applicants who seek and obtain certifications and become employed by B. Braun, and to current female employees who seek and obtain certifications and maintain employment with B. Braun. These monies may also be provided for supportive services such as childcare and transportation or other items to assist in increasing female applicants and retention rates. To be eligible for reimbursement, applicants and employees must continue employment for 90 days.
- F. B. Braun will deliver training to all individuals involved in any way in recruiting, selecting, or tracking applicants. This training will include, but is not limited to, a review of B. Braun's equal employment opportunity obligations and recordkeeping requirements. B. Braun will complete this training within six (6) months of the effective date of this agreement and will provide OFCCP with documentation to confirm that the training was completed.
- G. B. Braun will develop a mentorship program to assist females being hired.

VI. OFCCP Monitoring Period

1. **Recordkeeping.** B. Braun agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, B. Braun must retain and maintain all personnel activity data. These records include underlying data and information such as Human Resources Information System (HRIS) records and payroll data, job applications and personnel records, and any other records or data used to generate the required reports, as well all records applicable to the diversity and inclusion initiative mentioned above. 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 during the Monitoring Period according to the following schedule:

- A. **Progress Report 1:** Due on February 15, 2024, covering the period of October 1, 2023, through December 31, 2023.

- B. **Progress Report 2:** Due on November 15, 2024, covering the period of January 1, 2024, through September 30, 2024.

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 the Freedom of Information Act (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 to the maximum extent allowed by law.

- b. **Reports on Job Offers (if applicable).** In each Progress Report, B. Braun 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/Employees expressing interest in the positions is exhausted. This includes:

- A. Documentation of all job offers made to Eligible Applicants/Employees, 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.
 - B. Documentation of Eligible Applicants/Employees 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 B. Braun determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.

- C. Documentation of Eligible Applicants/Employees who were hired and terminated during the life of this Agreement. For any/all terminations, B. Braun will provide documentation to confirm the reason for the termination.
- D. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants/Employees still on the list.
- E. Documentation of the start dates for Eligible Applicants/Employees who were hired.

c. Enhanced Compliance Provisions

- A. B. Braun will submit documentation to confirm the efforts taken to increase enrollment of female employees and applicants to approved programs for females into the Warehouse Associate roles as set forth in Section V above. Specifically, B. Braun will submit any and all records to demonstrate offers of assistance and/or reimbursement for female applicants/employees who seek and obtain certifications and maintain employment with B. Braun in the Warehouse Associates position.
- B. B. Braun will submit documentation to confirm the supportive service efforts taken, including, where applicable, evidence of paid internships supplemented with mentoring and training.
- C. B. Braun will submit attendance records and training materials when delivering manager effectiveness training on among other items, how to manage a diverse team and ensure and maintain an inclusive work environment, which will be conducive to developing the talents of females.
- D. B. Braun will submit documentation of its their efforts in coordinating with the local Employment Service Delivery System (ESDS) to solicit and obtain Female applicants who are looking to return or begin employment in the Warehouse Associate position. Through these efforts B. Braun will facilitate necessary trainings and certifications to assist and increase the pipeline of Female applicant and employees to be employed by B Braun in the Warehouse Associate position.
- E. B. Braun will submit documentation of the funds set aside and to be utilized for its sponsored program, including its coordination with the local ESDS to assist in increasing the female applicants and hires for the Warehouse Associate position.

- i. B. Braun will also provide documentation of the funds used to assist female applicants and employees involved in or toward their supportive services.

F. B. Braun will submit documentation of their efforts to develop a mentorship program to assist females being hired and retained.

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 or OFCCP determines that B. Braun is in violation of the Agreement, at which point the procedures at 41. C.F.R. 60-1.34 will govern.

VII. SIGNATURES

The person signing this Agreement on behalf of B. Braun personally warrants that they are fully authorized to do so, that B. Braun 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.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and B. Braun Medical, Inc. Allentown, PA 18109-9512.

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

JENNIFER PRIOLEAU
SVP, Chief Legal Officer, Chief Compliance Officer & Corporate Secretary
B. Braun Medical, Inc.
Allentown, PA 18109-9512

DATE: Sep 27, 2023

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

SAMUEL A. MAIDEN
Regional Director
Mid-Atlantic

DATE: 09/28/2023

Attachments:

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

Attachment A: List of Affected Applicants/Employees

	Name
1	(b) (6), (b) (7)(C)
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	

Attachment B: Timeline

ACTIVITY	DATE
B. Braun Medical Inc. provides documentation of establishment of settlement fund	10/02/2023
B. Braun Medical Inc. provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	10/12/2023
B. Braun Medical Inc. Mails Notice Documents (First Mailing)	10/12/2023
Deadline for Affected Applicants/Employees to Reply to Notice	11/13/2023
B. Braun Medical Inc. and OFCCP meet to discuss results of initial mail notice	11/23/2023
OFCCP Provides Updated Contact Information to B. Braun Medical Inc.	12/03/2023
B. Braun Medical Inc. Mails Notice Documents (Second Mailing)	12/13/2023
Deadline for Affected Applicants/Employees to Reply to Second Notice	01/16/2024
B. Braun Medical Inc. Provides List of its Determination of Eligible Applicants/Employees	01/30/2024
OFCCP Reviews and Approves Final List and Distribution Amounts	02/14/2024
B. Braun Medical Inc. Mails Back pay Checks	02/29/2024
B. Braun Medical Inc. Notifies OFCCP of Any Checks Returned as Undeliverable	03/25/2024
OFCCP Provides Updated Addresses	04/04/2024
B. Braun Medical Inc. Mails Back pay Checks to New Addresses	04/15/2024
Distribution of Remaining Funds to Eligible Applicants/Employees	10/12/2024

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, 2021, through June 30, 2022, B. Braun Medical Inc. discriminated against female employees who applied for Warehouse Associate positions in Job Group 7A. 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 \$3,166.01, 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 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 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) (6), (b) (7)(C)** at **(b) (6), (b) (7)(C)**. 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]

Enclosure

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 all information legibly, and then sign and date this page at the bottom.

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.

[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. This document states that in return for 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 Warehouse Associate 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 \$3,166.01 (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 Warehouse 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 non-selection 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 21, 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.

Attachment C-3
Release Form

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