

Conciliation Agreement
Between
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Pfizer Inc.
OFCCP Case Nos. R00198998 and R00301850

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Pfizer Inc. (“Pfizer”) headquarters establishment located at 235 E. 42nd St, New York, NY 10017 and began an evaluation of Pfizer’s establishment at 558 Eastern Point Rd, Groton, CT 06340. OFCCP is alleging that Pfizer failed to comply with Executive Order 11246, as amended, (E.O. 11246 or Executive Order) and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60 at its New York City headquarters establishment. OFCCP notified Pfizer of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 17, 2021, and in a Show Cause Notice (SCN) issued on March 21, 2023.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Pfizer 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 Pfizer’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV and SCN. Additionally, OFCCP will conclude the Groton compliance review. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Pfizer 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 Pfizer’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. Pfizer 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 Pfizer 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 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Pfizer and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Pfizer 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 Pfizer submits its final progress report required in Section VIII, below, unless OFCCP notifies Pfizer in writing before the expiration date that Pfizer 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 Pfizer has met all its obligations under the Agreement.
11. If Pfizer violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Pfizer written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Pfizer 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 Pfizer 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 Pfizer, 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. Pfizer may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by Pfizer of any violation or noncompliance with Executive Order 11246, Section 503, or VEVRAA, nor has there been an adjudication on the merits regarding any such alleged 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 C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Alleged Discrimination Violation(s)

1. **ALLEGED VIOLATION:** Beginning January 1, 2015, Pfizer discriminated against females employed in Affirmative Action Program (AAP) (b) (6), (b) (7)(C) in Pfizer’s New York City headquarters establishment based on their sex by paying them less than comparable males, in violation of 41 CFR § 60-1.4(a)(1).

IV. Financial Remedy

1. Settlement Fund

Pfizer agrees to pay a total of \$2,000,000.00, which includes \$1,262,372.00 in back pay and \$737,628.00 in interest, to resolve the alleged violation set forth above for the positions in AAP (b) (6), (b) (7)(C) in Pfizer’s New York City headquarters establishment identified in Attachment B.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible individuals as explained in this section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Affected Individuals Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Individuals (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Individuals). These individuals will be listed on the Final List of Eligible Individuals (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Individual based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** Each Eligible Individual will receive an equal share of the respective settlement fund amount identified in Part IV.1 above.
- d. **Payments to Eligible Individuals.** OFCCP will provide Pfizer a list of the payment amount for each Eligible Individual on the Final List by the date set forth on the Timeline. Pfizer will issue checks or make electronic payments to each Eligible Individual in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Eligible Individuals listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Individual did not receive a check or that a check was lost, OFCCP and Pfizer will work together to provide a replacement check before any funds are redistributed to other class members. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Individual will be void. With respect to any uncashed funds, Pfizer will make a second distribution in equal shares to all Eligible Individuals who cashed their first check. If any checks remain uncashed 180 days after the second distribution, Pfizer will deposit the monies within sixty (60) days with the State of New York Department of Treasury, Unclaimed Property Administration, or with the equivalent state agencies of the last known addresses for the Eligible Individuals, in accordance with any and all applicable laws and regulations. No portion of the settlement fund shall revert back, directly or indirectly, to Pfizer or any affiliate.
- e. **Tax Payments, Forms and Reporting.** Pfizer will pay Pfizer's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Pfizer shall mail to each Eligible Individual 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 Individuals either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Individuals will be required to

complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA), OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. **OFCCP and Pfizer Obligations under the Notice Process.** As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Pfizer 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 Pfizer agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Pfizer will distribute Notice Documents to Affected Individuals identified in Attachment A consistent with the sample Notice Documents contained in Attachment D. The Notice Documents may include a Notice, Release of Claims, and Information Verification Forms. 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 Pfizer, if proposed by either party.
- c. **Timeline.** Attachment C 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 Individuals.** OFCCP shall provide Pfizer with complete contact information in its possession on the Affected Individuals by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Individuals.** Pfizer will provide initial notice by regular first-class mail. Pfizer 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 in Pfizer's possession for each Affected Individual, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Pfizer will re-mail the Notice Documents within ten (10) 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

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

²The 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>

mail notice will be sent to Affected Individuals with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Pfizer 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. These other means will be designed to maximize the ability of Affected Individuals to understand their rights and obligations under this Agreement and act upon them.
- g. **Notice Deadline.** The final deadline for any Affected Individual 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 Individuals 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. Pfizer will provide OFCCP contact information to any Affected Individuals with questions or concerns.
- i. **Exchange of Information Regarding Affected Individuals.** Pfizer and OFCCP will timely exchange information regarding Affected Individuals, identified in Attachment A, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Individuals.** The Final List will include all Eligible Individuals who timely respond to the Notice and submit the Information Verification Form and Release of Claims by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible individuals 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. Pfizer will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Pfizer will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Individuals, 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, Pfizer will provide a similar documentation on the second distribution.

1. **Pfizer's Expenses.** Pfizer will pay all expenses associated with carrying out its duties pursuant to this section, from funds separate and apart from the amount designated in this Agreement for the settlement.

V. Additional Relief

1. Compensation Analysis and Pay Adjustments

Within 150 days of the Effective Date of this Agreement, Pfizer will conduct a regression analysis of compensation (base and bonus separately) for all positions in the job titles attached to this Agreement (identified in Attachment B) at Pfizer's current New York City headquarters location and all positions in AAP (b) (6), (b) (7)(C)

(b) (7)(E)

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

(b) (7)(E)

For the purpose of making potential pay adjustments, Pfizer shall establish a five hundred thousand dollars (\$500,000.00) cash reserve for both of the two analyses required in this Agreement. Nothing in this Agreement shall prohibit Pfizer from: (1) making adjustments in excess of this amount if required to do so by law; or (2) determining that pay disparities

based on gender do not exist or require payments of less than \$250,000 a year to remedy. If the pay adjustments for any analysis are less than \$250,000, Pfizer will use the differential between the pay adjustments for that analysis and the \$250,000 to fund gender inclusion and diversity efforts and programs at Pfizer.

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

1. **Eliminate Discriminatory Compensation Practices:** Pfizer agrees to immediately cease using compensation systems or practices that negatively affect and statistically significantly impact the compensation of females in the job titles attached to this Agreement (Attachment B) at Pfizer's current New York City headquarters establishment.
2. **Evaluation:** Within thirty (30) days of the Effective Date of this Agreement, Pfizer will analyze the neutrality of Pfizer's pay policies and practices for both base salary and bonus pay. Specifically, Pfizer will evaluate and report whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, bonus determinations, starting salaries, leave policies, steering, and/or distribution of transfer opportunities has a disproportionately negative effect on the compensation of females in the job titles attached to this Agreement (Attachment B) at Pfizer's current New York City headquarters establishment.

Within forty (40) days of the Effective Date of this Agreement, Pfizer will submit a certification that it has evaluated its practices and policies for disproportionately negative effect on the compensation of females in the job titles attached to this Agreement at Pfizer's current New York City headquarters establishment.

3. **Implement Improved Policies:** Within sixty (60) days of the Effective Date of this Agreement, Pfizer will develop and write new policies to eliminate all policies or practices identified in Part VI.2 that had a disproportionately negative effect on the compensation of females in the job titles attached to this Agreement (Attachment B) at Pfizer's current New York City headquarters establishment.

Within seventy (70) calendar days of the Effective Date of this Agreement, Pfizer will submit to OFCCP a copy of the new policies.

4. **Training:** Within 120 days of the Effective Date of this Agreement, Pfizer will train all individuals involved in the process of determining compensation for the job titles attached to this Agreement (Attachment B) at Pfizer's current New York City headquarters establishment on all new and revised policies, procedures, and programs developed under this Agreement.

Within 150 days of the Effective Date of this Agreement, Pfizer will submit documentation that all individuals involved in the process of determining compensation for females in the job titles attached to this Agreement (Attachment B) at Pfizer's current New York City headquarters establishment have received training on all new and revised policies, procedures, and programs. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

VII. Alleged Technical Violations and Remedies

1. **ALLEGED VIOLATION:** Pfizer failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Pfizer failed to evaluate its compensation system to determine whether there was gender-based disparities for employees, in violation of 41 CFR §60-2.17(b)(3).

REMEDY: Pfizer must perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b)(3). Specifically, Pfizer must evaluate its compensation systems to determine whether and where impediments to equal opportunity exist, including analyzing compensation systems as part of its in-depth analyses to determine whether gender-based pay disparities exist, in accordance with the requirements of 41 CFR § 60-2.17(b)(3).

2. **ALLEGED VIOLATION:** Pfizer failed to execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 2.17(b), in violation of 41 CFR §60-2.17(c).

REMEDY: Pfizer must develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b), in accordance with the requirements of 41 CFR §60-2.17(c). In order for these action-oriented programs to be effective, Pfizer will ensure that they consist of more than following the same procedures that have produced the gender-based pay disparities. Furthermore, Pfizer must demonstrate that it has made good faith efforts to remove identified barriers, if any, expand employment opportunities, and produce measurable results.

3. **ALLEGED VIOLATION:** Pfizer failed to develop and implement an internal auditing and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d)(1)-(4). Specifically, Pfizer failed to develop and implement a system to monitor compensation to ensure that the nondiscriminatory policy is carried out, in violation of 41 CFR § 60-2.17(d).

REMEDY: Pfizer must develop and implement an internal auditing and reporting system that measures the effectiveness of its total affirmative action program, in accordance with 41 CFR § 60-2.17(d)(1)-(4). Specifically, Pfizer will:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- (3) Review report results with all levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to

improve unsatisfactory performance.

VIII. OFCCP Monitoring Period

Pfizer will submit documentation of monetary payments to all Eligible Individuals as specified in Part IV, along with any report required by this Agreement to:

U.S. Department of Labor, OFCCP
Attn: Rubayyi Salaam, District Director
New York District Office
26 Federal Plaza, Suite 36-116
New York, NY 10278
Email: (b) (6), (b) (7)(C)@dol.gov

Pfizer 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 Pfizer provides in accordance with this agreement are customarily kept private or closely-held, and Pfizer believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Pfizer 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.

1. **Recordkeeping.** Pfizer agrees to retain all records relevant to Part III through Part VIII. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, personnel records, and any other records or data used to generate the required reports. Pfizer will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Pfizer Progress Reports.** Pfizer will submit two (2) progress reports (Progress Reports) as follows:

Progress Report 1: Due April 1, 2024.

Progress Report 2: Due April 1, 2025.

Each Progress Report will have the following contents:

- a. **Reports on Modifications to Personnel Practices.** For Progress Report 1, Pfizer will report on all modifications made to its compensation-related personnel practices or policies made pursuant to Part VI of this Agreement. If any of the relevant practices or policies have not been modified, a statement to that effect is sufficient.
- b. **Reports on Compensation Analysis and Pay Adjustments.** Pursuant to Part V.1 of this Agreement, in each Progress Report, Pfizer will report on its compensation analysis for all positions in the job titles attached to this Agreement (Attachment B) at Pfizer’s current New York City headquarters location including the underlying compensation data and variables analyzed, and all pay adjustments for those employees whom Pfizer determines merit a pay adjustment. Documentation will

include the following information for each adjustment: employee's name, gender, previous rate of pay, and adjusted rate of pay.

In addition, for all positions in AAP Job Group 230 (Lower Mid Technical Managers/Executives) and AAP Job Group 430 (Lower Middle Technical Professionals) at its Groton, CT location, Pfizer will submit an affidavit demonstrating when it conducted the compensation analysis of the positions in these Job Groups, the number of employees included in the analysis, the forms of compensation analyzed, that it conducted an analysis of these positions by gender, and the method of analysis employed.

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 Pfizer's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Pfizer in writing within sixty (60) days of the date of the final progress report that Pfizer 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 Pfizer within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Pfizer has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Pfizer Inc.

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

Sheila M. Brodbeck
Senior Vice President, Chief Counsel, Litigation
Pfizer Inc.

DATE: 9/27/23

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

Samuel B. Maiden
Acting Regional Director
OFCCP- Northeast Region

DATE: 09/28/2023

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

Rubayyi Sahaam
District Director
New York District Office
OFCCP- Northeast Region

DATE: _____

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

Kirsten Peters
Assistant District Director
New York District Office
OFCCP- Northeast Region

DATE: 9/28/2023

Attachments:

A. List of Affected Individuals

B. List of Affected Job Titles in AAP Job Group (b) (6), (b) (7)(C)

C. Timeline

D-1. Notice

D-2. Information Verification

D-3. Release of Claims

ATTACHMENT A
List of Affected Individuals

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

72	(b) (6), (b) (7)(C)
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ATTACHMENT B
List of Affected Job Titles

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ATTACHMENT C

TIMELINE

ACTIVITY	DATE
Pfizer mails first Notice Documents	10/28/23 (30 Days from Effective Date)
Pfizer notifies OFCCP every week of undeliverable mailings and Affected Individuals who have not responded to the Notice Documents	11/27/23 (60 Days from Effective Date)
OFCCP provides Pfizer with updated addresses for Affected Individuals	12/27/23 (90 Days from Effective Date)
Pfizer mails second Notice Documents	1/6/24 (100 Days from Effective Date)
Postmark deadline for Affected Individuals to reply to Notice Documents	2/5/24 (130 Days from Effective Date)
Pfizer provides OFCCP a list of its determination of Eligible Individuals and copies of any incomplete and/or unacceptable forms	2/20/24 (145 Days from Effective Date)
OFCCP reviews and approves Final List and determination amounts	3/6/24 (160 Days from Effective Date)
Pfizer mails checks or issues electronic payments	3/26/24 (180 Days from Effective Date)
Pfizer notifies OFCCP every week of any checks uncashed or returned undeliverable	4/25/24 (210 Days from Effective Date)
OFCCP provides updated addresses for any individuals who checks were uncashed or returned undeliverable.	15 Days of receipt of undeliverable notice from Pfizer
Pfizer mails checks to new addresses for any individuals who checks were uncashed or returned undeliverable.	21 Days of OFCCP providing updated addresses
Distribution of remaining funds to Eligible Individuals who cashed their first check	20 days of last check from the second distribution becoming void
Pfizer deposits uncashed funds from second distribution with the State of New York Department of Treasury, Unclaimed Property Administration, or with the equivalent State agencies of the last known addresses for	Between 180 and 240 Days after the second distribution of remaining uncashed funds

the Eligible Individuals	
Pfizer provides OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Individuals	200 Days from distribution of remaining funds

ATTACHMENT D-1

NOTICE TO AFFECTED INDIVIDUALS

[Affected Individual Name]
[Affected Individual Address]

Dear [Name]:

Pfizer, Inc. (Pfizer) and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246, as amended, (E.O. 11246) that OFCCP found during a compliance review of Pfizer's headquarters facility previously located at 235 E. 42nd St, New York, NY. OFCCP's analysis showed that in 2015 and 2016, Pfizer paid females in Affirmative Action Program (AAP) (b) (6), (b) (7)(C)

less per year than males in those Job Groups, which includes your position of [insert Affected Individual's position]. Pfizer maintains that these Job Groups do not compare those in similar roles and that all pay differences highlighted in OFCCP's analysis were based on appropriate business factors and were not discriminatory. Pfizer has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Pfizer violated any laws. OFCCP and Pfizer entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a [insert applicable position]. Under the Agreement, you may be eligible to receive a payment of at least \$23,255.82 (less deductions required by law). Under the terms of the Agreement, it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claim forms. These forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by [insert date by which individual must respond].**

[Name]
[Pfizer Position]
Pfizer, Inc.
[Pfizer Address]

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

If you have any questions you may call [insert name] at Pfizer at [insert phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO PFIZER BY [insert date by which individual must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Pfizer Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT D-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 Pfizer, Inc. 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 _____

Email _____

Notify Pfizer, Inc. at the address below if your address, email address or phone number changes within the next twelve (12) months.

**[Pfizer Name]
[Pfizer Address]
[Pfizer Email]
[Pfizer Phone Number]**

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [insert date by which individual must respond, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

Signature

Date

ATTACHMENT D-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Pfizer, Inc. (Pfizer) paying you money, you agree that you will not file any lawsuit against Pfizer for allegedly violating Executive Order 11246, as amended, in connection with your compensation as a [insert relevant position] on the basis of gender. It also says that Pfizer 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 at least \$23,255.82 (less deductions required by law) by Pfizer to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Pfizer, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my compensation as a [insert relevant position] on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Pfizer through the Effective Date of this Release.

II.

I understand that Pfizer denies that it treated me unlawfully or unfairly in any way and that Pfizer 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 14, 2016. I further agree that the payment of the aforesaid sum by Pfizer to me is not to be construed as an admission of any liability by Pfizer.

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 Individuals, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Pfizer.

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

Printed Name

Signature