

CONCILIATION AGREEMENT

Between

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

and

LABORATORY CORPORATION OF AMERICA HOLDINGS
13900 Park Center Road
Herndon, VA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Laboratory Corporation of America Holdings’ (“LabCorp”) facility located at 13900 Park Center Road, Herndon, VA (“Herndon Facility”) and found that LabCorp was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3 at the Herndon Facility. OFCCP notified LabCorp of the specific violations found and the corrective actions required in a Notice of Violations issued on August 22, 2017. LabCorp believes that it was and is in compliance with the laws and regulations. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and LabCorp enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for LabCorp’s fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if LabCorp violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. LabCorp agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. LabCorp will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. LabCorp understands that nothing in this Agreement relieves LabCorp of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’

Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

4. LabCorp promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the “Effective Date”).
9. This Agreement will expire sixty (60) days after LabCorp submits the final progress report required in Part IV, below, unless OFCCP notifies LabCorp in writing prior to the expiration date that LabCorp has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines LabCorp has met all of its obligations under the Agreement.
10. If LabCorp violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that LabCorp violated any term of the Agreement while it was in effect, OFCCP will send LabCorp a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) LabCorp will have fifteen (15) days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If LabCorp is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. LabCorp may be subject to the sanctions set forth in Section 209 of the Executive Order, and other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION**: At least as of January 1, 2014, OFCCP found that LabCorp failed to provide equal employment opportunity to females in the selections for its Service Representative positions. LabCorp was found not to be in compliance with 41 C.F.R. Section 60-1.4(a)(1). Specifically, it is the OFCCP's position that LabCorp failed to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through December 31, 2014 which resulted in a statistically significant difference in the rates at which males and females were hired into Service Representative positions during this period. This difference resulted in a shortfall in hiring of four (4) female applicants, with a statistical significance of (b) (7) standard deviations.

REMEDY: LabCorp will examine, monitor and modify its selection procedures as necessary to ensure that selection criteria are applied uniformly to females and the hiring decisions for the Service Representative positions are made in a non-discriminatory manner. In addition, LabCorp agrees to take the following actions:

A. **Notice**: Within sixty (60) calendar days of the Effective Date of this Agreement, LabCorp must notify the Service Representative applicants shown on Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. LabCorp will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within forty-five (45) days after expiration of the response deadline set out in the Claim Form, LabCorp will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to LabCorp within fifteen (15) days of receiving the list from LabCorp. LabCorp agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

B. **Eligibility**: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246, within forty-five (45) days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form ("Eligible Class Members") will

receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives but does not return the Claim Form to LabCorp within forty-five (45) days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within thirty (30) days of the latest response deadline set out in the Claim Form, LabCorp will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within thirty (30) days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with LabCorp any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with LabCorp.

- C. Monetary Settlement: LabCorp agrees to distribute \$95,648.38 (\$88,332.30 in back pay and \$7,316.08 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. LabCorp will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. LabCorp will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) calendar days of LabCorp's receipt of a check to an Eligible Class Member returned as undeliverable, LabCorp will notify OFCCP of this fact via e-mail sent to (b) (6), (b) (7)(C) [dol.gov](mailto:_____@dol.gov). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, LabCorp will re-mail the check within fifteen (15) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, LabCorp will have sixty (60) days to deposit the monies with the State of Virginia, Department of the Treasury, Division of Unclaimed Property or with the equivalent state agencies of the last known addresses for the Eligible Class Members.

- D. Employment: As positions become available, LabCorp will consider qualified Eligible Class Members not currently employed by LabCorp who express an interest in employment with LabCorp until three (3) Eligible Class Members are hired as Service Representatives, or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever comes first. Any employment offer made to an Eligible Class Member by LabCorp will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from LabCorp. The Eligible Class Members hired into Service Representative positions pursuant to this Agreement must be paid the current wage rate for the Service Representative position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Service Representative employees. In addition, all Eligible Class Members hired must have retroactive seniority using the date of their original application as their hire date, and all future benefits will be retroactive to the seniority date.

E. Hiring Process:

- 1) Eliminate Discriminatory Selection Procedures: LabCorp agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. LabCorp will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
- 2) Review and Revisions Required: LabCorp will revise, as needed, in writing, the practices, policies and procedures it uses to select applicants for the Service Representative position (“Hiring Process”). Specifically, LabCorp will:
 - a) Review and revise, as needed, LabCorp’s selection process for the Service Representative position which describes the essential functions of the position; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) Review and revise, as needed, the current job description for the Service Representatives position that reflects the duties, functions, and competencies of the position to ensure that they are accurate and to minimize the potential for sex stereotyping or other unlawful discrimination;
 - c) Ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: LabCorp will review and revise, as needed, its recordkeeping procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. LabCorp will review and revise, as needed, procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

4) **Training:** Within ninety (90) calendar days of the Effective Date of this Agreement, LabCorp will train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Service Representative position on the Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. LabCorp will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Service Representative applicants who benefit from the provisions of this agreement are not retaliated against.

2. **VIOLATION:** OFCCP found that LabCorp failed to maintain and have available for inspection records or other information for its Service Representative position that would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41C.F.R. § 60-3.4.

REMEDY: Effective immediately, LabCorp will have available for inspection, records or other information for its Service Representative position that will disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP). LabCorp must retain all information received and generated as a result of the processing of all Service Representative applicants.

LabCorp must also retain all information received and generated as a result of processing applicants for its Service Representative position through LabCorp's selection system. All information received and developed as a result of processing these applicants through LabCorp's selection system must be captured and retained on the applicant flow and hire log. The applicant flow and hire log must be used to conduct impact ratio analyses on LabCorp's selection process. In addition, LabCorp must agree to ensure its selection criteria are applied uniformly and hiring decisions are made in a non-discriminatory manner. LabCorp must also agree to monitor and ensure all stages of the selection procedures are in compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP).

3. **VIOLATION:** OFCCP found that LabCorp failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. § 60-2.17(b). Specifically, during at least the period of January 1, 2014 through December 31, 2014, LabCorp failed to evaluate its personnel activity (applicant flow and hires, as well as its terminations, promotions, and other personnel actions) to determine whether there are selection disparities and its selection, recruitment, referral, and other personnel procedures to determine whether they result in

disparities in the employment or advancement of minorities or women as required by 41 C.F.R. § 60-2.17(b).

REMEDY: LabCorp will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, LabCorp will evaluate its personnel activity (applicant flow and hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities and its selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women.

4. **VIOLATION:** OFCCP found that LabCorp failed to properly develop and implement an internal audit and reporting system to measure the effectiveness of the total affirmative action program, as required by 41 C.F.R. § 60-2.17(d) and 60-3.15. Specifically, during at least the period January 1, 2014 through December 31, 2014, LabCorp failed to properly design and implement an internal audit and reporting system to monitor all aspects of its personnel activity.

REMEDY: Effective immediately, LabCorp will develop and implement an effective internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program by conducting adverse impact analyses on applicant to hire activity data and to take appropriate actions to remedy any issues identified. Additionally, LabCorp must monitor records of all applicants and hiring activity at all levels and review the reporting results with all levels of management, to advise top management of program effectiveness, and to submit recommendations to improve unsatisfactory performance.

PART IV. REPORTS REQUIRED

LabCorp must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Brooke Sensenig, Acting Assistant District Director
2300 Clarendon Blvd., Suite 1330
Arlington, VA, 22201.

LabCorp must submit three (3) progress reports covering each six (6) month period this Agreement is in effect. The first progress report will be due seven (7) months after the Effective Date of this Agreement and must cover the six (6) month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within thirty (30) calendar days after the close of that six (6) month period. LabCorp will submit the following in each progress report.

1. Documentation of monetary payment to all Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount

of the check and the date the check cleared the bank. LabCorp must provide OFCCP with copies of all canceled checks upon request;

2. Documentation of specific hiring activity for Eligible Class Members who were hired as Service Representatives in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, LabCorp will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Service Representative positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at 13900 Park Center Road, Herndon, VA by a staffing firm or employment agency.
5. For Service Representative positions, the results of LabCorp's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B. For purposes of the adverse impact analysis, LabCorp must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. LabCorp must combine the data for the current report with the data from the previous report(s) to analyze at least a twelve (12) month period.
6. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of LabCorp's evaluation of the individual components of the selection process for adverse impact; and/ or the actions taken by LabCorp upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III above.

LabCorp will retain all records and data pertinent to the violations resolved by this Agreement and used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and LabCorp,
13900 Park Center Road, Herndon, VA.

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

SANDRA VAN DER VAART
Senior Vice President
Deputy Chief Legal Officer
Laboratory Corporation of America
Holdings

Date: 9/12/2018

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/13/2018

ATTACHMENT A
CLASS MEMBERS

<u>No.</u>	<u>NAME</u>
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You may be eligible to get money and a job because of a legal settlement between LabCorp of America Holdings and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Laboratory Corporation of America Holdings (“LabCorp”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with LabCorp.

ARE YOU AFFECTED?

Females who applied and were not hired for a Service Representative position at LabCorp’s facility located at 13900 Park Center Road, Herndon, VA between January 1, 2014 and December 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of LabCorp’s hiring practices during January 1, 2014 and December 31, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity laws through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that LabCorp discriminated against females in hiring for Service Representative positions during January 1, 2014 and December 31, 2014. LabCorp denies those claims. Ultimately, OFCCP and LabCorp have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, you may be eligible to receive money (back wages) and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Service Representative position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$3,416.01** (before taxes). This amount represents your share of back wages and other payments LabCorp is making

to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** LabCorp will be making job offers for Service Representative positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with LabCorp, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator [Administrator Name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with LabCorp.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form [by X date]. Send your completed and signed forms along with the enclosed W-4 form and the W-9 form to:

[Name and address for return of claim forms or instructions/email for electronic submission]

The forms must be postmarked or delivered by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (7)(C), (b) (6) or (b) (7)(C), (b) (6). You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS **XX DAY, XX MONTH, XXXX YEAR**

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before [*Deadline above*], to:

[*Name and Address*]

If you do not submit a completed Claim Form and Release Form on or before [*Deadline above*], then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use, as well as blank W-4 and W-9 forms [*If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly*].

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify provide the last four digits of your Social Security Number ____ ____ ____ ____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

- Name**
- Address**
- Phone**
- Email/Web site link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Service Representative position with the LabCorp facility located at 13900 Park Center Road, Herndon, VA.
- No, I am not currently interested in a Service Representative position with LabCorp.

I am currently employed by LabCorp.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Laboratory Corporation of America Holdings ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with discrimination in hiring against female Service Representative applicants. It also says that Contractor 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 and/or a potential job offer.

In consideration of the payment of at least \$3,416.01 (less deductions required by law) and/or a potential job offer for a Service Representative position by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 in any way to discrimination in hiring against female Service Representative applicants during the period of January 1, 2014 through December 31, 2014.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on January 23, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to *[insert OFCCP contact/Settlement Agent contact]* such that it is received by *[DATE]*, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Service Representative position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____