

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Boehringer Ingelheim Animal Health USA Inc.
2621 N Belt Highway
St. Joseph, MO 64506
OFCCP Case No. R00196591

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Boehringer Ingelheim Animal Health USA Inc. (“Contractor”) establishment located at 2621 N Belt Hwy, Saint Joseph, MO 64506-2002, beginning on July 14, 2015. As a result of this evaluation, OFCCP found that Contractor was not in compliance with Executive Order 11246, as amended (“E.O. 11246”) and its respective implementing regulations at 41 Code of Federal Regulations (“C.F.R.”) Section 60-1. OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (“NOV”) issued on November 20, 2019. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor enter into this Conciliation Agreement (“Agreement”) and its attachments, and agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for the Contractor’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 alleged violation described in more detail in Part III. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement itself or to correct and obtain relief for the violation described in Part III if Contractor violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor’s compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or relevant electronic reports requested, including those specified in this Agreement.
3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and any other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Contractor promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, 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.
7. If one or more provisions of this Agreement is deemed 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 (“the Effective Date”).
9. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Part VII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - A. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - 1) OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) The Contractor shall have fifteen (15) calendar 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.
 - 3) If Contractor 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.
 - 4) In the event of a breach of this Agreement by Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, 41 C.F.R. § 60-741.66 (2014), or 41 C.F.R. § 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
11. Contractor neither admits nor denies any violation of E. O. 11246, Section 503, VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that Contractor is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
 14. Each party shall bear its own fees and expenses with respect to this matter.
 15. 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.
 16. 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.

PART III. SPECIFIC VIOLATION AND REMEDIES

1. **Alleged Violation:** OFCCP alleges that Contractor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP’s analysis of Contractor’s compensation process revealed statistically significant pay disparities in base compensation for females in the Production Subarea from January 1, 2014, to December 31, 2014.

PART IV. FINANCIAL REMEDY

1. Settlement Fund

- A. **Settlement Fund Account.** Within fifteen (15) days after the Effective Date, Contractor will deposit a total of \$379,089.38 in an account maintained by Contractor. By the deadline set forth in the Timeline, Contractor 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. In addition, upon written request, Contractor will provide OFCCP with copies of bank records showing the current balance of the account and list of transactions on the account. The Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. Contractor'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. Contractor will be responsible for any banking account fees.

- B. Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$341,559.53 in back pay and \$37,529.85 in interest to resolve the specific violation set forth above.

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/Federal Unemployment Tax Act (FUTA)), 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. All Eligible Individuals are entitled to their share of the monetary settlement regardless of whether they are currently employed Contractor.
- C. Individual Payment Amounts.** Contractor agrees that the back pay and interest amounts identified in Part IV.1.B will be distributed among Eligible Individuals in pro-rata shares.
- D. Payments to Eligible Individuals.** OFCCP will provide Contractor a list of the payment amount for each Eligible Individual on the Final List by the date set forth on the Timeline. Contractor 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. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Individual will be void. With respect to any uncashed

funds, Contractor will make a second distribution to all Eligible Individuals who cashed their first check, unless the amount payable to each Eligible Individual would come to less than \$50. In that case, Contractor will use the uncashed funds for training described in Part VI, below.

- E. **Tax Payments, Forms and Reporting.** Contractor will pay the Contractor's share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. Contractor shall mail to each Eligible Employee an IRS Form W-2 for 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 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 Individual will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- A. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Individuals a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing technical assistance to Affected Individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will regularly meet and confer 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 Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- B. **Notice Documents.** Contractor will distribute Notice Documents consistent with the sample Notice Documents contained in Attachment C to Affected Individuals identified in Attachment A. The Notice Documents will include a Notice, Release of Claims, and Income Verification Form. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Contractor, 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 Individuals.** OFCCP shall provide Contractor with complete contact information in its possession or its authority to obtain on the Affected Individuals set forth in the Timeline.
- E. **Distribution of Mail Notice to Affected Individuals.** Contractor will provide initial notice by regular first-class mail. Contractor 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 Individual, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address. On a bi-weekly basis, Contractor will notify OFCCP of all letters returned as undeliverable.

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. Additionally, Contractor will provide a list of Affected Individuals who did not timely and fully respond to the Notice. OFCCP shall conduct a search within the dates established by the Timeline to attempt to locate the Affected Individuals whose letters were returned as undeliverable or who did not respond. A second mail notice will be sent to Affected Individuals with valid addresses who fail to respond to the first mail notice by the date set forth in the Timeline unless the parties agree otherwise.

- F. **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.
- G. **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 regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Individual with questions or concerns.
- H. **Exchange of Information Regarding Affected Individuals.** The Contractor and OFCCP will timely exchange information regarding Affected Individuals, including updated contact information and the results of any technical assistance provided.
- I. **Final List of Eligible Individuals.** The Final List will include all Affected Individuals who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. 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. Contractor will provide to OFCCP any information necessary to determine the Final List.

- J. **Documentation of Payments.** By the deadline set forth in the Timeline, the Contractor 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, Contractor will provide similar documentation on the second distribution.
- K. **Contractor's Expenses.** Contractor 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 Fund.

PART V. ADDITIONAL INDIVIDUAL RELIEF

- 1. **Pay Adjustments.** By the deadline set forth in the Timeline, Contractor will conduct a compensation analysis for employees covered by the Affirmative Action Program for this facility. Contractor's analysis will be conducted in accordance with generally accepted statistical standards and utilize those job-related factors that significantly correlate with pay.

By the deadline set forth in the Timeline, Contractor will provide the compensation database (in MS Excel format) used in the analysis to OFCCP. Contractor will provide OFCCP with information necessary for the Agency to replicate Contractor's compensation analysis, including, but not limited to, the employee groupings, the factors used, and a narrative discussing the results.

Contractor will investigate and remedy through salary adjustments any statistically significant compensation disparities identified by Contractor based on gender that cannot be explained by legitimate factors.

PART VI. MODIFICATIONS TO EMPLOYMENT PRACTICES AND OTHER NON-MONETARY RELIEF

- 1. **Equal Employment Opportunities.** Contractor will ensure that all employees are afforded equal employment opportunities with respect to Contractor's policies and practices that affect compensation. Contractor agrees to continue or to implement the corrective actions detailed below.
- 2. **Revise Policies and Procedures.** Contractor must review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its

employees, regardless gender, as required by 41 C.F.R. § 60-1.4(a). All revised pay practices must ensure nondiscrimination in rate of pay and other forms of compensation.

3. **Training.** Contractor must provide training to all individuals involved in any way in determining compensation on any and all new and revised policies, procedures, and programs developed under Part VI.2 of this Agreement.
4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Contractor will ensure its managers properly maintain all records on the revised compensation policies and procedures, including any associated underlying data.

PART VII. OFCCP MONITORING PERIOD

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation cited in Part III, above, and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information Systems (HRIS) and payroll data and personnel records, and any other records or data used to generate the required reports. Contractor 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.** Contractor will submit the documents and reports described below via mail and/or email to:

Walker Plank
Assistant District Director
U.S. Department of Labor, OFCCP
Email: (b) (6), (b) (7)(C) @dol.gov

- 1) Contractor agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule (e.g. reports on revised policies, pay adjustments, validity studies, etc.):

Progress Report 1 of 1 will be due on February 15, 2022, and will cover the period from January 1, 2021, through December 31, 2021.

- 2) Contractor 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 Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and Contractor believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- B. **Affirmative Action Program.** Contractor will submit the narrative for the E.O. 11246 AAP prepared during the reporting period.
 - C. **Reports on Compensation Analysis and Pay Adjustments.** In the Progress Report, Contractor will provide the compensation database and all additional information identified in Part V of this Agreement; the analysis, by gender, of employees' pay in the job families identified in Part V, identifying any differences in pay; and report on all pay adjustments made to eliminate the differences. The report on pay adjustments will include the amount of each adjustment, the date each adjustment will be/was made, and the gender of each individual receiving an adjustment.
 - D. **Reports on Modifications to Personnel Practices.** In the Progress Report, Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. The report must include documentation responsive to each of the commitments in Part VI of this Agreement.
 - E. **Report on Fund Settlement.** The Progress Report will also report on the payments under this Agreement.
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 Contractor's final report as set forth in the Timeline. If OFCCP fails to notify contractor in writing within sixty (60) days of the date of the final report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

PART VIII. SIGNATURES

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

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

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

Dominik Zimmerli
Head of Human Resources, Animal Health Business Unit
Boehringer Ingelheim USA Corporation
Saint Joseph, MO 64506-2002

DATE: 8.13.2020

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

Jamie Eden
SVP Human Resources and Communication
Boehringer Ingelheim USA Corporation
900 Ridgebury Road
Ridgefield, CT 06877

DATE: 8.13.2020

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

Carmen Navarro
Regional Director
Midwest

DATE: August 14, 2020

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents
- D. Information Verification
- E. Release of Claims

ATTACHMENT A

LIST OF AFFECTED INDIVIDUALS

No.	Employee ID #	Last Name	First Name	Backpay	Interest	Total
1	(b) (6), (b) (7)(C)			\$6,971.74	\$766.04	\$7,737.78
2				\$6,776.37	\$744.57	\$7,520.95
3				\$1,996.31	\$219.35	\$2,215.67
4				\$6,242.65	\$685.93	\$6,928.58
5				\$6,614.07	\$726.74	\$7,340.81
6				\$6,746.22	\$741.26	\$7,487.48
7				\$5,835.51	\$641.19	\$6,476.71
8				\$4,924.81	\$541.13	\$5,465.94
9				\$5,744.64	\$631.21	\$6,375.85
10				\$5,304.43	\$582.84	\$5,887.27
11				\$4,760.25	\$523.05	\$5,283.29
12				\$4,795.44	\$526.91	\$5,322.36
13				\$3,148.08	\$345.90	\$3,493.99
14				\$1,435.53	\$157.73	\$1,593.26
15				\$3,060.66	\$336.30	\$3,396.96
16				\$1,006.69	\$110.61	\$1,117.31
17				\$2,276.60	\$250.15	\$2,526.75
18				\$3,557.30	\$390.87	\$3,948.17
19				\$1,657.49	\$182.12	\$1,839.61
20				\$3,367.88	\$370.06	\$3,737.93
21				\$6,980.07	\$766.96	\$7,747.03
22				\$2,569.30	\$282.31	\$2,851.61
23				\$3,291.09	\$361.62	\$3,652.71
24				\$3,097.72	\$340.37	\$3,438.09
25				\$3,861.91	\$424.34	\$4,286.25
26				\$1,860.69	\$204.45	\$2,065.14
27				\$2,087.24	\$229.34	\$2,316.58
28				\$1,201.14	\$131.98	\$1,333.11
29				\$2,242.15	\$246.36	\$2,488.52
30				\$1,190.31	\$130.79	\$1,321.09
31				\$3,186.48	\$350.12	\$3,536.60
32				\$5,634.59	\$619.12	\$6,253.71

33	(b) (6), (b) (7)(C)	\$5,301.79	\$582.55	\$5,884.34
34		\$1,309.99	\$143.94	\$1,453.93
35		\$2,199.14	\$241.64	\$2,440.78
36		\$2,732.18	\$300.21	\$3,032.38
37		\$4,488.50	\$493.19	\$4,981.68
38		\$2,538.20	\$278.89	\$2,817.10
39		\$1,651.01	\$181.41	\$1,832.42
40		\$6,382.63	\$701.31	\$7,083.94
41		\$7,542.11	\$828.71	\$8,370.82
42		\$10,867.99	\$1,194.15	\$12,062.14
43		\$3,155.85	\$346.76	\$3,502.61
44		\$2,812.15	\$308.99	\$3,121.14
45		\$5,829.96	\$640.58	\$6,470.54
46		\$3,011.09	\$330.85	\$3,341.94
47		\$4,140.40	\$454.94	\$4,595.34
48		\$5,410.65	\$594.51	\$6,005.16
49		\$4,743.23	\$521.18	\$5,264.41
50		\$4,113.29	\$451.96	\$4,565.25
51		\$6,670.40	\$732.93	\$7,403.33
52		\$3,157.12	\$346.90	\$3,504.02
53		\$3,776.85	\$414.99	\$4,191.84
54		\$8,127.42	\$893.02	\$9,020.44
55		\$7,902.02	\$868.26	\$8,770.28
56		\$1,926.87	\$211.72	\$2,138.59
57		\$9,103.22	\$1,000.24	\$10,103.46
58		\$3,974.14	\$436.67	\$4,410.81
59		\$9,499.22	\$1,043.76	\$10,542.98
60		\$5,820.04	\$639.49	\$6,459.53
61		\$11,406.37	\$1,253.31	\$12,659.68
62		\$5,730.79	\$629.69	\$6,360.47
63		\$11,904.62	\$1,308.05	\$13,212.67
64		\$11,326.98	\$1,244.59	\$12,571.57
65		\$4,978.61	\$547.04	\$5,525.65
66		\$4,146.26	\$455.58	\$4,601.84
67		\$3,431.49	\$377.04	\$3,808.53
68		\$2,492.49	\$273.87	\$2,766.36
69		\$7,595.73	\$834.60	\$8,430.33
70		\$2,824.01	\$310.30	\$3,134.31

71	(b) (6), (b) (7)(C)	\$4,713.59	\$517.92	\$5,231.51
72		\$6,857.23	\$753.46	\$7,610.69
73		\$836.75	\$91.94	\$928.69
74		\$873.49	\$95.98	\$969.47
75		\$828.31	\$91.01	\$919.32

**ATTACHMENT B
TIMELINE**

CA Signed by OFCCP Regional Director: Effective Date			
07/31/20			Effective Date (ED)
Establishment of Account for Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
08/15/2020	15	15	Contractor opens account for settlement fund.
08/20/2020	5	20	Within 5 days of establishing the account, contractor notifies OFCCP that account is open.
Establishing Eligible Individual List			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
08/30/2020	30	30	Contractor provides initial notice by regular first class mail to Affected Individuals.
TBD	5		If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
biweekly			Contractor notifies OFCCP of all letters returned as undeliverable. If a Notice is returned with a forwarding address, the contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
10/29/2020	60	90	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. Contractor will provide list of Affected Individuals who did not timely or fully respond to Notice.
11/13/2020	15	105	Within 15 days of receipt of this list, OFCCP will attempt to locate the Affected Individuals whose letters were returned as undeliverable or who did not respond.
11/28/2020	30	120	Contractor will send second mailing within 30 days after meeting with OFCCP.

12/28/2020	120	150	Final deadline for Affected Individuals to respond to the notice.
01/12/2021	15	165	Contractor provides final list of Eligible Individuals.
01/27/2021	15	180	OFCCP reviews and approves final list of Eligible Individual and distribution amounts.
Disbursement of Settlement Fund			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
02/26/2021	30	210	Contractor disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Individual list.
TBD	7		Contractor will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
TBD	15		OFCCP will provide alternate address to contractor.
TBD	15		Contractor will re-mail checks with new address provided by OFCCP.
05/27/2021	90	300	First Check Deadline: Contractor will notify OFCCP of any checks uncashed after 90 days. Contractor 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.
06/26/2021	120	330	Eligible individuals have 120 days to cash their checks, after which the checks become void.
07/26/2021	30	360	Contractor will make a second distribution, as appropriate, 30 calendar days after initial checks are void.
09/09/2021	45	405	Second Check Deadline: Eligible Individuals who have been issued second checks have 45 days to cash checks. As appropriate, Contractor 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 chased, and any uncashed or returned checks.

ATTACHMENT C

NOTICE TO AFFECTED CLASS

Dear *[name]*:

Boehringer Ingelheim Animal Health USA Inc. (“Contractor”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy an alleged violation of Executive Order 11246 (E.O. 11246), which OFCCP found during a compliance review of Contractor’s St. Joseph, Missouri facility. OFCCP’s analysis showed that since December 31, 2014, Contractor has paid female employees in the Production Subarea significantly less per year than male employees with similar jobs at the same location. Contractor has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Contractor violated any laws. OFCCP and Contractor 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 an employee covered by the Agreement. Under the Agreement, you may be eligible to receive a payment representing a pro rata share of back pay and interest (less deductions required by law). Under the terms of the Agreement, it may take up to 13 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 form. This form should be mailed as soon as possible to the address below.

This form should be mailed or emailed as soon as possible and must be postmarked to the address below no later than [INSERT DATE], which is one hundred eighty-five (185) days after the Effective Date of the Agreement, for you to be entitled to participate in this settlement:

[Name]
[Position]
[Contractor]
[Address]

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

If you have any questions you may call *[name]* at *[Contractor]* at *[phone number]*, or OFCCP Compliance Officer **(b) (6), (b) (7)(E)** at (816) 502-**(b) (6), (b) (7)(E)**. Your call will be returned as soon as possible.

If you fail to complete and return the enclosed documents to Contractor by [INSERT DATE (150 days after EFFECTIVE DATE)], you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

[Name]
Title

Enclosures

Information Verification Form

ATTACHMENT D

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 Boehringer Ingelheim Animal Health USA 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 THIRD PARTY ADMINISTRATOR at the address below if your address, email 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 E

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 Boehringer Ingelheim Animal Health USA Inc. (Contractor) paying you money, you agree that you will not file any claim against Boehringer Ingelheim Animal Health USA Inc. for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of sex for jobs in the Production Subarea. It also says that Boehringer Ingelheim Animal Health USA 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 by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Boehringer Ingelheim Animal Health USA 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*, as amended, which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my compensation as an employee 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 Boehringer Ingelheim Animal Health USA Inc. through the Effective Date of this Release.

II.

I understand that Boehringer Ingelheim Animal Health USA Inc. denies that it treated me unlawfully or unfairly in any way and that Boehringer Ingelheim Animal Health USA 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 14, 2015. I further agree that the payment of the aforesaid sum by Boehringer Ingelheim Animal Health USA Inc. to me is not to be construed as an admission of any liability by Boehringer Ingelheim Animal Health USA Inc.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Boehringer Ingelheim Animal Health USA Inc.

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

Printed Name

Signature