



CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
IDEXX LABORATORIES, INC.
1 THOMAS DRIVE
WESTBROOK, ME 04092

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated IDEXX Laboratories, Inc.’s (“IDEXX”) establishment located at 1 Thomas Drive, Westbrook, ME 04092, beginning on November 3, 2016. OFCCP found that IDEXX failed to comply with Executive Order 11246, as amended (“EO 11246”) and its implementing regulations at Title 41 Code of Federal Regulations (“CFR”) Chapter 60.

OFCCP notified IDEXX of the specific violation(s) in a Predetermination Notice (PDN) issued on August 30, 2019.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and IDEXX 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

- A. In exchange for IDEXX’s fulfillment of all its obligations in this Agreement, OFCCP agrees not to issue a Notice of Violations in the compliance evaluation of the 1 Thomas Drive, Westbrook, ME location and agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the PDN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement or to correct and obtain relief for the violations described in the PDN, if IDEXX violates any provision of this Agreement, as set forth in Paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review IDEXX’s compliance with this Agreement. As part of this review, OFCCP may, upon reasonable notice, require written reports, inspect the premises, interview witnesses, and examine and copy documents relevant to the conciliation agreement and pertinent to IDEXX’s compliance. The Contactor 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.

Conciliation Agreement
IDEXX Laboratories, Inc., Westbrook, ME
(R00202050)

- C. Nothing in this Agreement relieves IDEXX 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. Sec. 793, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Sec. 4212, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity.
- D. IDEXX agrees that it will not harass, intimidate, threaten, discriminate, or otherwise 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.
- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. 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.
- G. This Agreement becomes effective on the day it is signed by the Northeast Regional Director (the "Effective Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after IDEXX submits its final progress report required in Part VIII, below, unless OFCCP notifies IDEXX in writing before the expiration date that IDEXX 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 IDEXX has met all of its obligations under the Agreement.
- J. If IDEXX violates this Agreement:
 - 1. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send IDEXX a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. IDEXX shall have 15 days from receipt of the notice to respond and demonstrate in writing that it has not violated the Agreement, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If IDEXX is unable to demonstrate that it has not violated the Agreement,

proceedings to enforce the Agreement may be initiated immediately without the issuance of a notice to show cause.

2. IDEXX may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violating this Agreement.
- K. IDEXX denies that it has violated the Executive Order, Section 503, VEVRAA or any other laws. This Agreement does not constitute an admission by IDEXX of any violation of the Executive Order, Section 503, VEVRAA or other laws, nor has there been an adjudicated finding that IDEXX violated any laws.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. Each party shall bear its own fees and expenses with respect to this matter.
- N. 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.
- O. All references to "days" in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Violation

HIRING DISCRIMINATION

- A. During the AAP review period of August 1, 2015 through July 31, 2016, IDEXX discriminated against 31 qualified female applicants (Class Members) on the basis of gender during the relevant review period. Specifically, OFCCP's analysis of records obtained from IDEXX revealed that from a qualified pool of [REDACTED] male applicants and [REDACTED] female applicants, IDEXX offered/hired [REDACTED] male and [REDACTED] female applicants for Customer Support Consultant I (CSC I) positions. This disproportionate hiring pattern is statistically significant at a rate of -2.11 standard deviations with a shortfall of 5 female offers/hires.

IDEXX's apparent failure to afford qualified female applicants equal employment opportunity in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1). Also, during the AAP review period of August 1, 2015 through July 31, 2016, IDEXX failed to: (1) perform in-depth analyses of its

total employment process to determine whether and where impediments to equal employment opportunity exist, pursuant to 41 CFR §60-2.17(b); (2) implement an auditing system that periodically measures the effectiveness of its total affirmative action program, pursuant to 41 CFR §60-2.17(d); and (3) evaluate all components of the selection process for which a disparity exists, pursuant to 41 CFR §60-3.4C, all of which contributed to the overall hiring discrimination of qualified female applicants into the Customer Support Consultant I position.

IV. Financial Remedy

A. Settlement Fund

1. **Settlement Fund Account.** Within five (5) days after the Effective Date, IDEXX will deposit a total of \$200,000 in an account maintained by IDEXX. By the deadline set forth in the Timeline, IDEXX will notify OFCCP when this action is complete.
 - **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$179,600.00 in back pay and \$20,400.00 in interest totaling \$200,000 to resolve the specific violation for 29* female affected Class Members.

B. Allocation

1. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible applicants as explained in paragraphs (B) (1-5). Individual shares will include appropriate deductions for each individual's share of legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA).
2. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants who timely respond to the Notice Process as explained below in Section VII, and whose eligibility is verified (hereinafter "Eligible Applicants"). These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with IDEXX.
3. **Individual Payment Amounts.** Each female Eligible Applicant will receive an equal portion of the Settlement Fund, which includes \$200,000.00 in back pay plus accrued interest.

* For purposes of the settlement, two (2) Class Members are removed from the list due to a duplicate CSC I applicant (for 2 separate requisitions) counted among the hires; and a CSC I applicant hired to another requisition/position.

4. **Payments to Eligible Applicants.** OFCCP will provide IDEXX a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. IDEXX will issue checks to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as W-2 and 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 Applicant will be void. With respect to any uncashed funds, IDEXX will make a second distribution in equal amounts to all Eligible Applicants who cashed their first checks, if the second distribution is at least \$100 per Eligible Applicant. For any funds remaining after the second distribution, IDEXX will deposit the monies in the names of the Class Members subject to the second distribution, with the Office of the State Treasurer, State of Maine Unclaimed Property division, in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to IDEXX or any affiliate.

5. **Tax Payments, Forms and Reporting.** IDEXX will pay IDEXX's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. IDEXX shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

V. Additional Individual Relief

A. Job Opportunities

1. Description of Job Opportunities.

As vacancies occur in the CSC I positions, IDEXX shall make bona fide job offers with retroactive seniority to Eligible Applicants who have expressed interest in employment and are not currently employed by IDEXX, until 5 are hired or the list of Eligible Applicants is exhausted, whichever comes first. Until that time, these Eligible Applicants will have priority over all other applicants for hire into CSC I positions. As vacancies occur in the CSC I positions, IDEXX shall contact the Eligible Applicants with a written job offer in the order in which they submitted their Claim Forms, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be in accordance with the next scheduled training session. The Eligible Applicant must report to work on the day designated or provide IDEXX notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must

report to work in accordance with the next scheduled training session following the original designated training session. Otherwise, IDEXX may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement. If IDEXX is unable to hire 5 Eligible Applicants or exhaust the List during the duration of this Agreement, OFCCP can extend the Agreement for another 12 months or until exhaustion (whichever comes first).

IDEXX agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on the applicants' qualifications for CSC I positions, and provide all regular and on-the-job training currently provided to employees in that position.

2. **Reporting.** IDEXX will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

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

IDEXX will:

- (1) Perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, pursuant to 41 CFR §60-2.17(b);
- (2) Implement an auditing system that periodically measures the effectiveness of its total affirmative action program, pursuant to 41 CFR §60-2.17(d);
- (3) Evaluate all components of the selection process for which a disparity exists, pursuant to 41 CFR §60-3.4C, and take necessary actions to correct any selection procedures or practices that have a negative impact; and
- (4) Provide training to relevant decision-making personnel on any new selection process policies, procedures, and/or general EEO practices.

VII. Notice Process

A. Methods for Providing Notice

1. **OFCCP and IDEXX Obligations under the Notice Process.** As specified in the Timeline and as otherwise necessary to fulfill this Agreement, IDEXX 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.
2. **Notice Documents.** IDEXX will distribute Notice Documents to Affected Applicants consistent with the sample Notice Documents contained in Attachment C. The Notice Documents will include a Notice, Release and Claim Form. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better

enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by IDEXX, if proposed by either party.

3. **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.
4. **Search for Affected Applicants.** OFCCP shall provide IDEXX with complete contact information in its possession or its authority to obtain the Affected Applicants contact information by the date set forth in the Timeline.
5. **Distribution of Mail Notice to Affected Applicants.** IDEXX will provide initial notice by regular first-class mail. IDEXX will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, IDEXX will re-mail the Notice Documents within five (5) days.

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 notices maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

6. **Distribution of Notice by Other Means.** IDEXX 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 Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
7. **Notice Deadline.** The final deadline for any Affected Applicant 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 on an 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.

8. **Technical Assistance.** The parties will timely respond to any inquiries from the Affected Applicants 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. IDEXX will provide OFCCP contact information to any Affected Applicant with questions or concerns.
9. **Exchange of Information Regarding Affected Applicants.** IDEXX and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
10. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants 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. IDEXX will provide to OFCCP any information necessary to determine the Final List.
11. **Documentation of Payments.** By the deadline set forth in the Timeline, IDEXX will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, 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, IDEXX will provide similar documentation on the second distribution.
12. **IDEXX's Expenses.** IDEXX will pay all expenses associated with carrying out its duties pursuant to this Section, Section V and Section VIII, from funds separate and apart from the amount designated in this Agreement for the Settlement.

VIII. OFCCP Monitoring Period

- A. **Recordkeeping.** IDEXX agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. IDEXX will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

B. IDEXX Reports.

1(a) **Schedule and Instructions.** In addition to the attached Timeline, IDEXX agrees to furnish OFCCP during the Monitoring Period with the reports identified below according to the following schedule:

- **Progress Report 1:** The first report shall be due August 15, 2020 and will cover the period beginning August 1, 2019 through July 31, 2020.
- **Progress Report 2:** The second report shall be due August 15, 2021 and will cover the period beginning August 1, 2020 through July 31, 2021.

IDEXX will submit the reports to Compliance Officer (b) (6), (b) (7)(E) via e-mail at (b) (6), (b) (7)(E)

1(b) **Reports on Job Offers.** In each Progress Report, IDEXX will report on all job offers and hires made to date, pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Eligible Applicants expressing interest in the positions is exhausted. This includes:

- i. Provide a list of scheduled training sessions available for Eligible Applicants.
- ii. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
- iii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason IDEXX determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
- iv. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
- v. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
- vi. Documentation of the start dates for Eligible Applicants who were hired.
- vii. If IDEXX has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

viii. If IDEXX fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, paragraphs I and J of this Agreement to extend the monitoring period or to pursue enforcement remedies.

2. **Reports on Modifications to Personnel Practices.** In each Progress Report, IDEXX will report on all modifications of personnel practices made during each reporting period pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement not previously provided in a progress report. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:

a) **Identification of Problem Areas.** IDEXX will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum IDEXX will evaluate:

- i. For all levels of Customer Support Consultant job title positions, personnel activity (applicant flow and hires) to determine whether there are selection disparities;
- ii. For job group 3 Technicians, a determination of minority and female availability that considers the factors given in 41 CFR § 60-2.14(c) (1) and (c) (2);
- iii. For job group 3 Technicians, the comparison of incumbency to availability as explained in 41 CFR § 60-2.15;
- iv. Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- v. Any other areas that might impact the success of the affirmative action program, as required by CFR 60-2.17 (b).

b) **Internal Audit and Reporting System.** IDEXX will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. The actions listed below are key to a successful affirmative action program:

- i. 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;
- ii. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- iii. Review report results with all levels of management; and
- iv. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance, as required by CFR 60-2.17 (d).

c) Evaluation of Selection Rates.

- i. The total number of applicants and hires for all levels of Customer Support Consultant job title positions during the reporting period.
- ii. For all levels of Customer Support Consultant job title positions, the breakdown by applicable race, gender and ethnic group of all applicants and hires.
- iii. For all levels of Customer Support Consultant job title positions, the results of IDEXX's analysis as to whether its total selection process has adverse impact as defined in 41 CFR 60-3.4D on those members of groups set forth in subparagraph ii, above.
- iv. For all levels of Customer Support Consultant job title positions, where adverse impact is indicated, the qualifications that IDEXX used, if any, and the stage at which IDEXX used the qualification(s), as a screening device.
- v. For all levels of Customer Support Consultant job title positions where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of IDEXX's evaluation of the individual components of the selection process for adverse impact; and
- vi. The actions taken by IDEXX, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of the job titles set forth in subparagraph ii, above, as required by CFR 60-3.4C.

d) Training. IDEXX will provide documentation of all training conducted for relevant decision-making personnel on any new selection process policies, procedures, and/or general EEO practices. The documentation should include the date(s) of the training, the name and job titles of all attendees, and an outline of the topics discussed.

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

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IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and IDEXX Laboratories, Inc., Westbrook, ME 04092.

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

Jay Mazelsky
President and CEO
IDEXX Laboratories, Inc.
Westbrook, ME 04092

DATE: 1-27-20

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

(b) (6), (b) (7)(E)
Compliance Officer
New Jersey District Office
OFCCP - Northeast Region

DATE: 1/27/2020

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

Toxi Roane
Assistant District Director
New Jersey District Office
OFCCP - Northeast Region

DATE: 1/27/2020

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

Diana Sen
Regional Director
OFCCP - Northeast Region

DATE: 1/27/20

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

Joanne Karayannidis
District Director
New Jersey District Office
OFCCP - Northeast Region

DATE: 1/27/2020

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Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice to Affected Class
- D. Information Verification & Employment Interest Form
- E. Release of Claims under Executive Order 11246

Attachment A
List of Affected Applicants

#	First Name	Last Name
1.	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
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Attachment B
 Timeline

Activity	Date
The Contractor Mails First Notice Documents	TBD (30 days from the Effective Date)
Postmark Deadline for Affected Applicants to Reply to First Notice	TBD (60 days from the Effective Date)
The Contractor Notifies OFCCP of Undeliverable Mailings	TBD (90 days from the Effective Date)
OFCCP Provides Updated Contact Information to The Contractor	TBD (110 days from the Effective Date)
The Contractor Mails Second Notice Documents	TBD (130 days from the Effective Date)
Postmark Deadline for Affected Applicants to Reply to Second Notice	TBD (160 days from the Effective Date)
The Contractor Provides OFCCP List of its Determination of Eligible Applicants	TBD (170 days from the Effective Date)
OFCCP Reviews and Approves Final List and Distribution Amounts	TBD (180 days from the Effective Date)
The Contractor Mails Back Pay Checks	TBD (190 days from the Effective Date)
The Contractor Notifies OFCCP of Any Checks Returned as Undeliverable	Within 15 days of receipt of undeliverable notice
OFCCP Provides Updated Addresses	Within 21 days
The Contractor Mails Back Pay Checks to New Addresses	Within 21 days
Distribution of Remaining Funds to Eligible Applicants	As soon as practicable, no later than 60 days

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ATTACHMENT C

NOTICE TO AFFECTED CLASS

Dear [NAME]:

IDEXX Laboratories, Inc. ("Contractor") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of EXECUTIVE ORDER 11246 ("E.O. 11246") that OFCCP found during a compliance review of the Contractor's facility located at 1 Thomas Drive, Westbrook, ME. OFCCP's analysis of the Contractor's hiring process and selection procedures revealed that during the period of August 1, 2015 through July 31, 2016 ("review period") the Contractor discriminated against 29 female applicants for Customer Support Consultant I (CSC I) positions. OFCCP found that there was a disparity in the hiring of CSC I based on Gender.

The Contractor has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that the Contractor violated any laws. OFCCP and the Contractor entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a CSC I position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$6,896.55 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
IDEXX Laboratories, Inc.
(ADDRESS)

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

In addition to the monetary distribution, the Contractor will be making job offers for CSC I positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with the Contractor, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for CSC I positions in the order that the Contractor receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [NAME] at IDEXX at [PHONE NUMBER], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). Your call will be returned as soon as possible.

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**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO IDEXX
WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS
POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE
CONSIDERED FOR A JOB OFFER.**

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form

Release of Claims Under Executive Order 11246

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ATTACHMENT D

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between IDEXX Laboratories, Inc. ("Contractor") 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 _____

Notify the Contractor at the address below if your address or phone number changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your [GENDER]:

Male [] Female []

Please indicate below whether you are currently interested in employment in a Customer Support Consultant I position with the Contractor. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with the Contractor as a CSC I position.

[] No, I am not currently interested in employment with the Contractor as a CSC I position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Conciliation Agreement
IDEXX Laboratories, Inc., Westbrook, ME
(R00202050)

(NAME) _____

(ADDRESS) _____

I, _____, certify the above is true and correct.

(print name)

Signature

Date

Conciliation Agreement
IDEXX Laboratories, Inc., Westbrook, ME
(R00202050)

ATTACHMENT E

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for IDEXX Laboratories, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Customer Support Consultant I (CSC I) positions during the period of August 1, 2015 through July 31, 2016. It also says that the 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.

In consideration of the payment of at least \$6,896.55 (less deductions required by law) by the Contractor to me, which I agree is acceptable, I _____ agree to the following:

(print name)

I.

I hereby waive, release and forever discharge the Contractor, 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 in any way to my non-selection for employment as a CSC I position on the basis of my Gender during the period of August 1, 2015 through July 31, 2016 through the effective date of this Release.

II.

I understand that the Contractor denies that it treated me unlawfully or unfairly in any way and that the 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 described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 3, 2016. I further agree that the payment of the aforesaid sum by the Contractor to me is not to be construed as an admission of any liability by the Contractor.

Conciliation Agreement
IDEXX Laboratories, Inc., Westbrook, ME
(R00202050)

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 Contractor WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from the Contractor.

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

Signature