



**CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
LABORATORY CORPORATION OF AMERICA  
69 1ST AVENUE # 1  
RARITAN, NEW JERSEY 08869  
OFCCP CASE NO. R00183645**

**PART I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Laboratory Corporation of America's facility located at 69 1<sup>st</sup> Avenue Raritan, NJ 08869 #1 ("LabCorp") and found that LabCorp was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1- 60-3. OFCCP notified LabCorp of the specific violations found and the corrective actions required in a Notice of Violation issued on September 30, 2015. 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 Conciliation 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 the 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 violation 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, including those specified in this Agreement.
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"), and their implementing regulations, or other equal employment opportunity 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 will expire sixty (60) days after LabCorp submits the final progress report required in Part IV (D), 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.
9. 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 15 days from receipt of such notice to demonstrate in writing that it has not violated the 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/or other appropriate relief for violation of this Agreement.

10. 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. HIRING DISCRIMINATION**

- A. OFCCP found that LabCorp was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 601.4(a)(1). The OFCCP analyzed LabCorp's hiring process and selection procedures during the period of January 1, 2012 through December 31, 2012 ("review period"). It is the OFCCP's position that LabCorp discriminated against Female applicants for the Lab Assistant position. OFCCP found that there was a statistically significant disparity in the hiring of Females for the Lab Assistant position based on gender.
- B. OFCCP's analysis of the applicant and hiring data demonstrate that LabCorp's selection process had an adverse impact on the hiring of Female applicants in the Lab Assistant position, first shift. Of (b) (7) (E) Female applicants, (b) (7) (E) were hired, whereas of (b) (7) (E) male applicants, (b) (7) (E) or (b) (7) (E) were hired. This resulted in a hiring shortfall of 2 Females, and a disparity that was statistically significant at (b) (7) (E) standard deviations.
- C. LabCorp asserts that its selection and hiring process did not have any adverse impact on the hiring of Females for the Lab Assistant position. However, in the interest of resolving the dispute between the OFCCP and LabCorp, LabCorp will agree to the terms of this Agreement.
- D. **REMEDY FOR AFFECTED CLASS**
- 1) **Notice**. Within sixty (60) calendar days of the Effective Date of this Agreement, LabCorp will send the notice of the terms of this Agreement in Attachment 1-B to the 42 Female applicants listed on Attachment 1-A (hereinafter "List") by mailing by certified mail and first class mail to each individual in the affected class the Notice to Affected Class (Attachment 1-B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims under Executive Order 11246 (Attachment D, "Release"), a W-4 form, (Attachment F), a W-9 form (Attachment G), and a postage paid return envelope. LabCorp will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, LabCorp will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release. 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 and first class mail a second Notice, Interest Form, Release, W-4 form, W-9 form, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

- 2) Eligibility. All members of the affected class (listed on Attachment 1-A) who sign and return the Interest Form to LabCorp within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Member Applicants") will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to LabCorp within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement or for consideration for employment.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, LabCorp will provide OFCCP with a list of the Eligible Class Member Applicants (individuals who returned the Interest Form by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Member Applicants or discuss with LabCorp any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Member Applicants are entitled to their proportionate share of the monetary settlement.

- 3) Monetary Settlement. LabCorp agrees to distribute a total of \$51,015.51 (back pay in the amount of \$48,509.17 plus interest in the amount of \$2,536.34) to Eligible Class Member Applicants, less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Member Applicants' 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 Applicant 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 same time as all other W-2 earnings and 1099 are sent to other employees. LabCorp will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Member Applicants.

Within ten (10) calendar days of LabCorp's receipt of a check to an Eligible Class Member Applicant returned as undeliverable, LabCorp will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member Applicant, and if OFCCP obtains an alternate address, LabCorp will re-mail the check within ten (10) 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 Applicant will be void. With respect to any uncashed funds, LabCorp will have sixty (60) days to deposit the monies with the State of New Jersey, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the eligible affected class members.

- 4) Employment. As positions become available, LabCorp will consider qualified Female

applicants (including Class Member Applicants in Attachment 1-A who express an interest in being considered for employment with LabCorp) (collectively, "Eligible Class Member Applicants") until two (2) Eligible Class Member Applicants are hired into Lab Assistant positions. The Class Member Applicants listed in Attachment 1-A with an asterisk next to their names were hired by LabCorp and are not eligible for employment under the terms of this Agreement. These Class Member Applicants are eligible for the monetary settlement under this Agreement. LabCorp will initiate its hiring of Eligible Class Member Applicants within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and will complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If LabCorp is not able to hire two (2) Eligible Class Member Applicants into the Lab Assistant position within two years, OFCCP may extend the term of this Agreement for up to nine (9) months or until LabCorp satisfies its hiring requirement(s), whichever occurs first.

- 5) Eligible Class Member Applicants will be allowed at least two weeks to report for work after receiving a written job offer from LabCorp. The Eligible Class Member Applicants hired into Lab Assistant positions pursuant to this Agreement will be paid the current wage rate for the Lab Assistant position and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other LabCorp employees. In addition, all Eligible Class Member Applicants hired will receive 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. NON-MONETARY REMEDIES

LabCorp will ensure that all applicants are afforded equal employment opportunities. LabCorp agrees that its selection procedures, practices, and/or policies for Lab Assistant positions will be job-related, consistent with business necessity, and uniformly applied without regard to gender. LabCorp agrees to continue and/or to implement the corrective actions detailed below.

##### 1) Hiring Process

- (a) 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, as defined in 41 C.F.R. § 3.4D, on Female applicants, unless it properly validates the procedure pursuant to these regulations.

- (b) Review and Revisions Required. LabCorp will revise, as needed in writing, the practices, policies and procedures it uses to select applicants for the Lab Assistant position (hereinafter "Hiring Process"). Specifically, LabCorp will:

- (i) Review and revise as needed LabCorp's selection process for the Lab Assistant position, including the criteria used in each step of the hiring process,

any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) Review and revise as needed the current job description for the Lab Assistant position which describes the essential job functions, specific, job-related qualification standards for the Lab Assistant positions that reflect the duties, functions, and competencies of the position to ensure that they are accurate and to minimize the potential for gender stereotyping or other unlawful discrimination;

(iii) Ensure all policies and qualification standards are uniformly applied to all applicants; and

(iv) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention. LabCorp will review and revise, as needed, its recordkeeping procedures to ensure that applicants are tracked and decisions are accurately documented at each step in the hiring process. LabCorp will review and revise, as needed, its retention procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

(d) Training. Within three (3) months of the Effective Date of this Agreement, LabCorp will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Lab Assistant positions 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; 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 personnel responsible for the Lab Assistant selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Eligible Class Member Applicants, who benefit from the provisions of this Agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.

(e) Monitoring. LabCorp agrees to monitor selection rates for the Lab Assistant position. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, LabCorp will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP") codified at 41 C.F.R. Part 60-3. LabCorp agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Lab Assistant at the Raritan, NJ facility. This includes the number of persons hired by gender, race and ethnicity, the number of applicants by

gender, race and ethnicity who participated in, and advanced to each step in the selection procedures utilized, and the number of persons hired by gender, race and ethnicity. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## **2. COMPENSATION DISCRIMINATION**

- A. It is the OFCCP's position that since at least January 1, 2012, LabCorp has discriminated in their compensation practices against Asians who were employed in the Lab Assistant position due to their race/ethnicity, in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.5.
- B. OFCCP performed a multiple regression analysis which shows that since January 1, 2012, LabCorp has paid Asians in the Lab Assistant positions less than similarly situated Whites in the same position at the same location. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.
- C. LabCorp disagrees with the OFCCP's findings. However, in the interest of resolving the dispute between the OFCCP and LabCorp, LabCorp will agree to the terms of this Agreement.

### **D. REMEDY FOR AFFECTED CLASS**

- 1) **Notice**. Within 60 calendar days of the Effective Date of this Agreement, LabCorp will notify the Asian Lab Assistants listed in Attachment 2-A of the terms of this Agreement by mailing by certified mail and first class mail to each individual in the affected class the: Notice to Affected Class (Attachment 2-B, "Notice"), Information Verification Form (Attachment C, "Information Form"), a Release of Claims under Executive Order 11246 (Attachment E, "Release"), a W-9 form (Attachment G), and a postage paid return envelope. LabCorp will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline. In addition, within thirty (30) days after expiration of the response deadline set out in the Information Form, LabCorp will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Information 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 and first class mail a second Notice, Information Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.
- 2) **Eligibility**. All members of the Affected Class (listed on Attachment 2-A) who sign and return the Interest Form to LabCorp within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Member Employees") will receive a pro-rata share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to LabCorp within thirty (30) calendar days of the

postmarked date on the envelope containing the first or second Notice and Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, LabCorp will provide OFCCP with a list of the Eligible Class Member Employees (individuals who returned the Interest Form by the deadline). Within ten (10) calendar 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.

- 3) Monetary Settlement. LabCorp agrees to distribute a total of \$148,675.57 (back pay in the amount of \$126,981.95 plus interest in the amount of \$21,693.62) to Asian Lab Assistants, less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Member Employees' share of FICA taxes), in pro-rata 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 Employee 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 same time as all other W-2 earnings and 1099 are sent to other employees. LabCorp will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Member Employees.
- 4) Within ten (10) calendar days of LabCorp's receipt of a check to an Eligible Class Member Employee returned as undeliverable, LabCorp will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member Employee, and if OFCCP obtains an alternate address, LabCorp will re-mail the check within ten (10) 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 Employee will be void. With respect to any uncashed funds, LabCorp will have sixty (60) days to deposit the monies with the State of New Jersey, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the eligible affected class members.
- 5) Impact Analysis and Prospective Salary Adjustments. Within 180 days of the Effective Date of this Agreement, LabCorp will conduct a regression analysis of compensation for Lab Assistants using payroll data that is current as of January 1, 2017. If the regression analysis results in a statistically significant test statistic (t-statistic) of (b) (7)(E) or less (i.e., adverse to Asians), LabCorp agrees to increase the salaries of Asians within 60 days after conducting the regression analysis.

#### E. NON-MONETARY REMEDIES

LabCorp will ensure that all employees are afforded equal employment opportunities. LabCorp agrees to continue or to implement the corrective actions detailed below.

- 1) Evaluation. For the Lab Assistants, LabCorp will conduct a study to evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies and/or limiting the opportunity to transfer to higher paying jobs have a disproportionately negative effect on the compensation of Asians.
- 2) Review and Revisions Required. LabCorp will review and revise in writing, as needed, the policies it uses to determine compensation decisions for Lab Assistants to ensure that LabCorp's practices do not have an adverse impact on Asians. LabCorp will review and revise in writing, as needed, procedures to ensure that compensation decisions are tracked and evaluated for compliance with the Compensation Policy.
- 3) Training. Within 90 days of the Effective Date of this Agreement, LabCorp will train all individuals involved in any way in determining compensation for Lab Assistant positions on all new and revised policies, procedures, and programs developed under Part III-1.E of this Agreement.
- 4) Self-monitoring/Auditing. LabCorp will monitor base salary as well as the administration of non-base compensation and benefits such as yearly increases and merit awards for any indication of statistically significant disparities based on race and will investigate and remedy any such inequity that may be established.
  - a. LabCorp expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
  - b. LabCorp commits to self-monitor its compensation program for Lab Assistants on an annual basis.
  - c. If LabCorp finds evidence that the criteria are not uniformly applied to all employees, it will create a written guidance document explaining the criteria and procedures for awarding non-base compensation and it will provide related training to all employees who make compensation decisions.
  - d. If there is a statistically significant difference in the non-base compensation of different race or gender groups, LabCorp agrees to adjust non-base pay to correct any disparities found.

### **3. INTERNAL AUDIT AND REPORTING SYSTEM**

- A. During the period January 1, 2012 through December 31, 2012, as required by 41 CFR 60-2.17(d) (1)-(4), it is the OFCCP's position that LabCorp failed to implement an internal audit and reporting system that identified barriers in the compensation and selection process which precluded Asians from receiving equal compensation in the Lab Assistant position and Female applicants from being offered and hired for the Lab Assistant position.

- B. **REMEDY:** LabCorp will implement an internal audit and reporting system that identifies barriers in the compensation and selection process and periodically measures the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1)-(4).

#### **PART IV. REPORTS REQUIRED**

1. Regarding the Hiring Violation: LabCorp will submit the documents and reports described below to:

Pranita A. Raghavan  
District Director  
OFCCP New Jersey District Office Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092

- A. Within ninety (**90**) **calendar days** of the Effective Date of this Agreement, LabCorp will submit a copy of the written Hiring Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, LabCorp will submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Lab Assistant position have been trained on the Hiring Process. The documentation will include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
- C. Within the prescribed timeframes, LabCorp will submit all documents and information referenced in section III (1) (D), including:
- a. Within **one hundred (100) calendar days** of the Effective Date of this Agreement, LabCorp will submit:
- i. Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the Eligible Class Member Applicants.
- ii. A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
- b. Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, LabCorp will submit documentation of the mailing of the Notice to Class Member Applicants and Information Verification Form, and Release to class members for whom OFCCP has located updated addresses.
- c. Within **one-hundred seventy (170) days** from the Effective Date of this Agreement, LabCorp will submit a final list of Eligible Class Member Applicants who shall be entitled to monetary and other benefits provided for in

this Agreement.

- d. Within **thirty (30) days** of OFCCP's approval of the final list of Eligible Class Member Applicants, LabCorp will submit notification to OFCCP of undeliverable/returned checks to LabCorp.
- D. LabCorp will submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and will cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period. LabCorp will submit the following in each progress report:
- 1) Documentation of monetary payments provided to all Eligible Class Member Applicants as specified in Section III(1) subparagraph (D)(3) of the Agreement. The documentation will include the names of Eligible Class Members who were paid, and, for each Eligible Class Member Applicant, the number and amount of the check and the date the check cleared the bank. LabCorp will provide OFCCP with copies of all canceled checks upon request.
  - 2) Documentation of specific hiring activity for Eligible Class Member Applicants who were hired into the Lab Assistant position, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, and rate of pay. For Eligible Class Member Applicants who were hired, also include documentation of the retroactive seniority date.
  - 3) For each Eligible Class Member Applicant who was considered for employment but was not hired, LabCorp will provide OFCCP with an explanation and reasons for non-hire along with all relevant supporting documentation. This reporting obligation will end once LabCorp has fulfilled its obligation to hire two Eligible Class Member Applicants.
  - 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for the Lab Assistant position during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at LabCorp by a staffing firm or employment agency.
  - 5) For the Lab Assistant position, 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. § 60-3.48 (for purposes of the adverse impact analysis, LabCorp will not include hires made of Eligible Class Member Applicants pursuant to this Agreement in that analysis).
  - 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

- 7) The actions taken by LabCorp upon determining that any component of the selection process has an adverse impact on members of groups set forth above.
2. Regarding the Compensation Violation: LabCorp will submit the documents and reports described below to:

Pranita A. Raghavan  
District Director  
OFCCP New Jersey District Office Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092

- A. Within **ninety (90) calendar days** of the Effective Date of this Agreement, LabCorp will submit a copy of the written Compensation Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, LabCorp will submit documentation that all managers, supervisors and other personnel involved in making compensation decisions for the Lab Assistant positions have been trained on all new and revised policies, procedures, and programs developed under Part III (2) (E) of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
- C. Within the prescribed timeframes, LabCorp will submit all documents and information referenced in section III (2) (D), including:
- a. Within **one hundred (100) calendar days** of the Effective Date of this Agreement, LabCorp will submit:
- i. Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the Eligible Class Member Employees.
- ii. A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
- b. Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, LabCorp will submit documentation of the mailing of the Notice, Information Verification Form, and Release to class members for whom OFCCP has located updated addresses.
- c. Within **one-hundred seventy (170) days** from the Effective Date of this Agreement, LabCorp will submit a final list of Eligible Class Member Employees who shall be entitled to monetary and other benefits provided for in this Agreement.

- d. Within **thirty (30) days** of OFCCP's approval of the final list of Eligible Class Member Employees, LabCorp will submit notification to OFCCP of undeliverable/returned checks to LabCorp.

D. LabCorp will submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and will cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period. LabCorp will submit the following in each progress report:

- 1) Documentation describing all salary adjustments required by Section III (2) subparagraph (D)(5) of this Agreement. The documentation will include names of Eligible Class Member Employees who were provided a salary adjustment, the amount of each adjustment, the date each adjustment will be/was made, the number and amount of the check, and the race/ethnicity of the each individual receiving an adjustment. LabCorp will provide OFCCP with copies of all canceled checks upon request.
- 2) Within ten (10) days of completing the Statistical Analysis described in Section III (2) subparagraph (D)(5) of the Agreement, LabCorp will provide OFCCP, via email and/or overnight mail, the database, output, and statistical log from the Statistical Analysis.
- 3) LabCorp will retain all records and data pertinent to the violations resolved by this Agreement. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the race of each individual receiving the adjustment.

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

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Laboratory Corporation of America, Raritan, New Jersey.

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

Sandra van der Vaart  
Senior Vice President/Deputy Chief  
Legal Officer  
Laboratory Corporation of America  
Holdings

DATE: 8/17/2017

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

Diana Sen  
Region Director  
Northeast Region

DATE 8/18/17

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

Pranita A. Raghavan  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 8/17/17

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

Kevin Kollgaard  
Assistant District Director  
New Jersey District Office  
OFCCP – Northeast Region

DATE 8/17/17

(b) (7)(C), (b) (7)(E)

Compliance Officer  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 8/17/17

**ATTACHMENT 1-A**

**LIST OF CLASS MEMBERS**

**Female Lab Assistants (Shift 1):**

	Last Name	First Name
1	(b) (7)(C), (b) (7)(E)	
2		
3		
4		
5		
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29		
30		
31		
32		

33	(b) (7)(C), (b) (7)(E)
34	
35	
36	
37	
38	
39	
40	
41	
42	

\* Please note that the class members with an asterisk next to their names were hired by LabCorp and are not eligible for employment, but they are eligible for the monetary settlement under the terms of this Agreement.

**ATTACHMENT 2-A**

**LIST OF LAB ASSISTANTS**

**Asian Lab Assistants:**

EMPLOYEE ID	Pro Rata Share
(b) (7)(C), (b) (7)(E)	
[Redacted]	

EMPLOYEE ID	Pro Rata Share
(b) (7)(C), (b) (7)(E)	
[Redacted]	

**ATTACHMENT 1-B**

**NOTICE TO AFFECTED CLASS MEMBER APPLICANTS**

Dear [NAME]:

Laboratory Corporation of America's Inc. ("LabCorp") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy what the OFCCP deems to be the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of LabCorp's Raritan, NJ facility. OFCCP analyzed LabCorp's hiring process and selection procedures during the period of January 1, 2012 through December 31, 2012 ("Review Period"). It is OFCCP's position that LabCorp discriminated against Female applicants for the first-shift in the Lab Assistant position during the Review Period. OFCCP found that there was a disparity in the hiring of Lab Assistants based on gender.

LabCorp has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that LabCorp violated any laws. OFCCP and LabCorp 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 Lab Assistant position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$1,186.40 less lawful payroll deductions. Under the terms of this Agreement it may take up to 6 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 & Employment Interest Form and Release of Claims 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:

**Attn:** [REDACTED]  
Laboratory Corporation of America  
69 1st Avenue # 1  
Raritan, New Jersey 08869

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, LabCorp may be making job offers for the Lab Assistant position to two of the individuals receiving this notification as positions become available on a first come first serve basis. It is not certain that you will receive a job offer. If you are still interested in employment with LabCorp, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. All Eligible Class Member Applicants hired pursuant to this Agreement will receive retroactive seniority using the date of their original application as their hire date, and all future benefits will be retroactive to the seniority date.

If you have any questions you may call [REDACTED] at LabCorp at 908-231-5770 or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 908-317-6969. Your call will be returned as soon

Laboratory Corporation of America – Conciliation Agreement  
(R00183645)

as possible. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

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

Sincerely,  
(NAME)

Enclosures: Information Verification and Employment Interest Form  
Release of Claims Under Executive Order 11246  
W-4 Form  
W-9 Form

**ATTACHMENT 2-B**

**NOTICE TO AFFECTED CLASS MEMBER EMPLOYEES**

Dear [NAME]:

Laboratory Corporation of America (“LabCorp”) 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 LabCorp’s facility. OFCCP’s analysis showed that since at least January 1, 2012 LabCorp paid Asian Lab Assistant less per year than similarly situated White Lab Assistants at the same location. LabCorp has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that LabCorp violated any laws. OFCCP and LabCorp entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who worked as a Lab Assistant. Under the Agreement, you may be eligible to receive a pro rata payment in back pay and interest (less deductions required by law). Under the terms of the Agreement, it may take up to 170 days 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 enclosed Information Verification Form. This form should be mailed 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) (LABCORP) (ADDRESS)*

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

If you have any questions you may call [REDACTED] at LabCorp at [REDACTED] or OFCCP Compliance Officer (b) (7)(C), [REDACTED] at (908) 317-6969. Your call will be returned as soon as possible. (b) (7)(E)

You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO LABCORP WITHIN 90 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

Enclosures

Information Verification Form  
Release of Claims Under Executive Order 11246

**ATTACHMENT C**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Laboratory Corporation of America's Inc. ("LabCorp") 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 LabCorp at the address below if your address or phone number changes within the next six months.

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

For purposes of this settlement, it is necessary to verify your Gender and Race:

Male  Female

Caucasian  African American  Hispanic  Asian  Native American

Please indicate below whether you are currently interested in employment in a Lab Assistant position with LabCorp. 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 LabCorp as a Lab Assistant.

No, I am not currently interested in employment with LabCorp as a Lab Assistant.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT 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.**

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Laboratory Corporation of America  
69 1st Avenue # 1  
Raritan, New Jersey 08869

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D**

**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 Laboratory Corporation of America's Inc. ("LabCorp") paying you money, you agree that you will not file any lawsuit against LabCorp for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Lab Assistant position at its Raritan, NJ facility. It also says that LabCorp 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 \$1,186.00 (less deductions required by law) by LabCorp to me, which I agree is acceptable, I, \_\_\_\_\_, agree to the following:  
print name

I.

I hereby waive, release and forever discharge LabCorp, 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 Lab Assistant at its Raritan, NJ facility on the basis of my gender at any time through the effective date of this Release.

II.

I understand that LabCorp denies that it treated me unlawfully or unfairly in any way and that LabCorp 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. I further agree that the payment of the aforesaid sum by LabCorp to me is not to be construed as an admission of any liability by LabCorp.

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 LABCORP 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 LabCorp.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

---

Signature

## 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 Laboratory Corporation of America's Inc. ("LabCorp") paying you money, you agree that you will not file any lawsuit against LabCorp for allegedly violating Executive Order 11246 in connection with its compensation procedures for the Lab Assistant position at its Raritan, NJ facility. It also says that LabCorp 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 a pro rata payment (less deductions required by law) by LabCorp to me, which I agree is acceptable, I, \_\_\_\_\_, agree to the following:

print name

#### I.

I hereby waive, release and forever discharge LabCorp, 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 compensation as a Lab Assistant on the basis of my race/ethnicity at any time prior to the date of my signature on this Release.

#### II.

I understand that LabCorp denies that it treated me unlawfully or unfairly in any way and that LabCorp 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. I further agree that the payment of the aforesaid sum by LabCorp to me is not to be construed as an admission of any liability by LabCorp.

#### 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 **LABCORP 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 LabCorp.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Signature

**ATTACHMENT F**

**Employee's Withholding Allowance Certificate (W-4)**

# Form W-4 (2017)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2017 expires February 15, 2018. See Pub. 505, Tax Withholding and Estimated Tax.

**Note:** If another person can claim you as a dependent on his or her tax return, you can't claim exemption from withholding if your total income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions don't apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you aren't exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2017. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b> _____
<b>B</b>	Enter "1" if: { <ul style="list-style-type: none"> <li>• You're single and have only one job; or</li> <li>• You're married, have only one job, and your spouse doesn't work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul> } . . . . .	<b>B</b> _____
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b> _____
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b> _____
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b> _____
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . . ( <b>Note:</b> Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	<b>F</b> _____
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child.	<b>G</b> _____
<b>H</b>	Add lines A through G and enter total here. ( <b>Note:</b> This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b> _____

For accuracy, complete all worksheets that apply. {

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074 <span style="font-size: 2em; font-weight: bold;">2017</span>	
▶ <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>					
<b>1</b> Your first name and middle initial _____ Last name _____		<b>2</b> Your social security number _____			
Home address (number and street or rural route) _____		<b>3</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.			
City or town, state, and ZIP code _____		<b>4</b> If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>			
<b>5</b> Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) _____		<b>6</b> Additional amount, if any, you want withheld from each paycheck _____		<b>7</b> I claim exemption from withholding for 2017, and I certify that I meet both of the following conditions for exemption.	
• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and		• This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.		If you meet both conditions, write "Exempt" here . . . . . ▶ <b>7</b> _____	
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
<b>Employee's signature</b> (This form is not valid unless you sign it.) ▶ _____				<b>Date</b> ▶ _____	
<b>8</b> Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) _____		<b>9</b> Office code (optional) _____		<b>10</b> Employer identification number (EIN) _____	

**Deductions and Adjustments Worksheet**

**Note:** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1 Enter an estimate of your 2017 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% of your income, and miscellaneous deductions. For 2017, you may have to reduce your itemized deductions if your income is over \$313,800 and you're married filing jointly or you're a qualifying widow(er); \$287,650 if you're head of household; \$261,500 if you're single, not head of household and not a qualifying widow(er); or \$156,900 if you're married filing separately. See Pub. 505 for details 1 \$ \_\_\_\_\_

2 Enter:  $\left\{ \begin{array}{l} \$12,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,350 \text{ if head of household} \\ \$6,350 \text{ if single or married filing separately} \end{array} \right\}$  2 \$ \_\_\_\_\_

3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" 3 \$ \_\_\_\_\_

4 Enter an estimate of your 2017 adjustments to income and any additional standard deduction (see Pub. 505) 4 \$ \_\_\_\_\_

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2017 Form W-4* worksheet in Pub. 505.) 5 \$ \_\_\_\_\_

6 Enter an estimate of your 2017 nonwage income (such as dividends or interest) 6 \$ \_\_\_\_\_

7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" 7 \$ \_\_\_\_\_

8 **Divide** the amount on line 7 by \$4,050 and enter the result here. Drop any fraction 8 \_\_\_\_\_

9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 9 \_\_\_\_\_

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10 \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)**

**Note:** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 \_\_\_\_\_

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" 2 \_\_\_\_\_

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet 3 \_\_\_\_\_

**Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet 4 \_\_\_\_\_

5 Enter the number from line 1 of this worksheet 5 \_\_\_\_\_

6 **Subtract** line 5 from line 4 6 \_\_\_\_\_

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here 7 \$ \_\_\_\_\_

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed 8 \$ \_\_\_\_\_

9 Divide line 8 by the number of pay periods remaining in 2017. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2017. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 \$ \_\_\_\_\_

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$7,000	0	\$0 - \$8,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
7,001 - 14,000	1	8,001 - 16,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 22,000	2	16,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
22,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 70,000	5	405,001 and over	1,600		
44,001 - 55,000	6	70,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 95,000	10	140,001 and over	10				
95,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**ATTACHMENT G**

**Request for Taxpayer Identification Number and Certification (W-9)**



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>

  

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the IRS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.