

# **CONCILIATION AGREEMENT**

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

Medline Industries, Inc.

1170 South Northpoint Boulevard

Waukegan, Illinois 60085

(R00178310)

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Medline Industries, Inc.'s SPT (hereinafter referred to as "Medline") establishment located at 1170 South Northpoint Boulevard, Waukegan, Illinois 60085, and alleges that Medline was not in compliance with the Executive Order 11246, as amended (hereinafter referred to as "E.O. 11246"), and its implementing regulations at 41 CFR Sections 60-1, 60-2, and 60-3. OFCCP notified Medline of the specific violations alleged and the corrective actions required in a Notice of Violations issued on June 9, 2016. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Medline enter this contract (hereinafter referred to as "Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

## **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Medline'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 violations described in Part III if Medline violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Medline 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. Upon reasonable notice from OFCCP, Medline will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Medline understands that nothing in this Agreement relieves Medline of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Medline 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 CFR 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
10. This Agreement will expire 60 calendar days after Medline submits the final progress report required in Part IV (E), below, unless OFCCP notifies Medline in writing prior to the expiration date that Medline has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Medline has met all of its obligations under the Agreement.
11. If Medline violates this Conciliation Agreement,
  - A. The procedures set forth at 41 CFR 60-1.34 will govern:
    - 1) If OFCCP believes that Medline violated any term of the Agreement while it is/was in effect, OFCCP will send Medline a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Medline will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a

delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Medline 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. Medline may be subject to the sanctions set forth Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

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

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION – SEX**

- A. **STATEMENT OF ALLEGED VIOLATION:** OFCCP determined that Medline discriminated against 44 qualified male applicants (Class Members) based on sex in the Line Assembly position. OFCCP determined that the discrimination occurred during the period of April 1, 2011 through March 31, 2012. OFCCP contends that Medline's failure to afford male applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1).

Specifically, personnel activity data provided by Medline for the period of April 1, 2011 through March 31, 2012 revealed that from a qualified pool of forty-four (44) male applicants and (b) (7) (e) female applicants, Medline hired no males (0%) and (b) (7) (e) females respectively for Line Assembly positions. This disproportionate hiring pattern in the overall hiring process is statistically significant at (b) (7) (e) standard deviations with a shortfall of two (2) male hires. Absent discrimination, it would be expected that an additional two (2) males would have been hired. Medline had an all-female Line Assembly workforce over at least a three year period, including an inexorable zero of male hires into the Line Assembly position during the review period.

- B. **REMEDY FOR AFFECTED CLASS:** Medline agrees to the following: (a) take all reasonable steps to locate all forty-four (44) Class Members and provide all located Class Members with a make whole remedy, including back pay with interest; (b) make job offers to Class Members until two (2) Class Members are placed, or the Class Members list is exhausted, in the Line Assembly position, at the current wage rate for employees that were hired in the Line Assembly position during the review

period, with a company service and seniority date representative of the original application date for the period of April 1, 2011 through March 31, 2012; (c) prevent retaliation, harassment, or any other form of reprisal or adverse action to Class Members based on or in relation to the terms of this Remedy; (d) review Medline's selection process and eliminate discriminatory practices; (e) develop procedures to review, at least annually, the selection process for ensuring nondiscrimination; (f) provide EEO/AA training to all individuals who are involved in any way in recruiting, selecting, or tracking applicants for the Line Assembly position; and (g) take action to assure that this violation ceases and does not recur.

- 1) Notice. (i) Within 30 calendar days of the Effective Date of this Agreement, Medline must notify each male applicant listed in Attachment A of the terms of this Agreement by mailing the following documents by first class mail: Notice to Class Members (Attachment C, "Notice"), Information Verification & Employment Interest Form (Attachment D, "Interest Form"), Release of Claims Form (Attachment E) and a postage paid return envelope. Medline must use updated contact information to be provided by OFCCP for the initial Notice mailing.  
  
(ii) Within 90 calendar days of the Effective Date of this Agreement, Medline will provide a list to OFCCP of those Class Members who did not respond to the first Notice during the 30 day period, including those returned as undeliverable. OFCCP will then attempt to obtain and provide updated addresses to Medline within 30 calendar days of receiving the list from Medline.  
  
(iii) Within 10 calendar days of receiving the list of updated addresses from OFCCP, Medline agrees to mail by first class mail a second Notice, Interest Form, and postage paid return envelope to all Class Members for whom updated addresses were obtained.
- 2) Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form to Medline postmarked no later than 160 calendar days after the Effective Date of this Agreement will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be hired for a Line Assembly position at the Waukegan, Illinois establishment provided they complete an application, pass the drug test, and pass the criminal background check. If an individual receives, but does not return the Interest Form to Medline within 160 calendar days of the Effective Date of this Agreement, he will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 30 calendar days after the response deadline set out in the Interest Form, Medline will provide OFCCP with a list of Eligible Class Members (individuals who returned the Interest Form by the deadline). Within 30 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or

discuss with Medline any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

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

- 3) Monetary Settlement. Medline agrees to distribute \$47,480.00 (\$43,681.60 in back pay and \$3,798.40 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Medline will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the calendar year. Medline will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

This amount of \$47,480.00 shall be referred to hereafter as the "Settlement Fund-Line Assembly." The monetary settlement is a negotiated amount that represents back pay and interest less interim earnings, and takes into account the tenure of those persons hired into the Line Assembly position during the review period.

Medline shall establish a federally-insured interest bearing account at the prevailing interest rate, within 30 calendar days of the Effective Date of this Agreement for purposes of complying with this Agreement. Medline shall notify OFCCP within 15 calendar days of the inception of the account that this action is complete. Medline shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and obtain account information directly from the financial institution at which the Settlement Fund-Line Assembly account is located.

In accordance with this Agreement, Medline shall deposit the sum of \$47,480.00 into the account described above within 30 calendar days of the Effective Date of this Agreement. The interest that accrues on the total Settlement Fund-Line Assembly, from the Effective Date of this Agreement to the date on which the funds are withdrawn to make payments to the Class Members, will inure to the benefit of the Class Members who timely respond. The interest earned on the Settlement Fund-Line Assembly following the Effective Date of this Agreement shall be distributed to those Class Members.

Medline shall distribute the Settlement Fund-Line Assembly plus interest that accrues on the interest bearing account equally among the Eligible Class Members. This monetary relief is not contingent upon accepting any job offer. No later than 250 calendar days after the Effective Date of this Agreement,

Medline shall mail a check to each Eligible Class Member, representing each such person's pro rata share of the total amount in the Settlement Fund-Line Assembly.

Within 15 calendar days of Medline's receipt of a check sent to an Eligible Class Member returned as undeliverable, Medline will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7) (e) at

(b) (7) (e). OFCCP will have 15 calendar days to attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address in the designated time period, Medline will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Medline will make a second distribution in equal shares to all Eligible Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Eligible Class Members who cashed at least one of their checks from the first mailing. The second distribution of uncashed funds will be mailed within 120 calendar days after the first distributions were mailed (if there is a need). If there is any remainder after the second distribution, or if the amount remaining would result in a payment of less than \$20.00 to each class member, Medline will use the amount of the remainder to conduct internal EEO training in the Waukegan, Illinois establishment.

A timeline referencing important Conciliation Agreement deadlines is included as Attachment I.

- 4) Employment. As positions become available, Medline will make offers in writing to qualified Eligible Class Members (Attachment A) not currently employed by Medline who express an interest in employment with Medline at the Waukegan, Illinois establishment until two (2) Eligible Class Members are hired in the Line Assembly position or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Eligible Class Members will be eligible for hire in the order that Medline receives their Interest Forms. If Medline receives more than one response on any given day, those Eligible Class Members will be eligible for hire based on the date of their original application. Medline must initiate its hiring of Eligible Class Members within 60 calendar days after the response deadline set out in the Interest Form and must complete its hiring obligations under this section within one year of the Effective Date of this Agreement. If Medline is not able to hire two (2) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within one year, OFCCP may extend the term of this Agreement for up to 12 months or until Medline satisfies its hiring requirements, whichever occurs first.



Eligible Class Members will be allowed at least 14 calendar days to report for work after receiving a written job offer from Medline. All job offers, including job offers made and documentation of reasons for rejection, will be available for review by OFCCP. The Eligible Class Members hired into the Line Assembly position at the Waukegan, Illinois establishment pursuant to this Agreement must be paid at the current wage rate for employees that were hired in the Line Assembly position at the Waukegan, Illinois establishment during the review period, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Line Assembly employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

C. NON-MONETARY REMEDIES: Medline will ensure that all applicants are afforded equal employment opportunities. Medline agrees to immediately implement selection procedures, practices, and/or policies which will positively affect the hiring of male applicants for the Line Assembly position. Medline agrees to continue and/or to implement the corrective actions detailed below:

- 1) Review and Revisions Required: Within 60 calendar days of the Effective Date of this Agreement, Medline will revise, in writing, the practices, policies and procedures it uses to select applicants for the Line Assembly position ("Revised Hiring Process"). Specifically, Medline will take the following actions at the Waukegan, Illinois establishment:
  - i. Create a job description and selection process for the Line Assembly position which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including those used in any application screens, interviews, reviews of criminal history, reference checks, testing, or other selection procedures;
  - ii. Develop specific, job-related qualification standards for the Line Assembly position that reflect the duties, functions, and competencies of each position;
  - iii. Ensure all policies and qualification standards are uniformly applied to all applicants regardless of sex; and
  - iv. List clearly on its recruiting materials and job listings the minimum qualifications, including required skills and certifications.
- 2) Recordkeeping and Retention: Medline will write and continue to implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Medline will ensure that these procedures are

conducted and that all documents pertaining to these procedures are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

- 3) **Training:** Within 120 calendar days of the Effective Date of this Agreement, Medline must train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Line Assembly position at the Waukegan, Illinois establishment on the Revised Hiring Process. The training will include (but is not limited to) instruction in the following topics:
- i. The proper implementation of recruitment, tracking and selection procedures;
  - ii. Neutral application of the specified qualifications and criteria that will be used at each step in the hiring process;
  - iii. Procedures to be used to document the decisions made at each step in the hiring process;
  - iv. The procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3; and
  - v. A prohibition of discrimination based on sex stereotypes and an emphasis that Medline will not treat employees or applicants adversely because they fail to comply with expectations about how women and men should look or act or what kinds of jobs they should do.

Medline will meet with management and all individuals responsible for the selection process at the Waukegan, Illinois establishment and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that male applicants for the Line Assembly position who benefit from the provisions of this Agreement are not retaliated against.

- 4) **Monitoring:** Medline agrees to monitor selection rates at each step of its selection process for the Line Assembly position at the Waukegan, Illinois establishment. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular sex, Medline 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 CFR Part 60-3. Medline agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the Line Assembly position at the Waukegan, Illinois establishment. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selection procedures utilized. This information will be



maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## 2. HIRING DISCRIMINATION – SEX

- A. STATEMENT OF ALLEGED VIOLATION: OFCCP determined that Medline discriminated against 53 qualified female applicants (Class Members) based on sex in the Packager position. OFCCP determined that the discrimination occurred during the period of April 1, 2011 through March 31, 2012. OFCCP contends that Medline's failure to afford female applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1).

Specifically, personnel activity data provided by Medline for the period of April 1, 2011 through March 31, 2012 revealed that from a qualified pool of fifty-three (53) female applicants and (b) (7) (e) male applicants, Medline hired no females (0%) and (b) (7) (e) males (b) (7) (e) respectively for Packager positions. This disproportionate hiring pattern in the overall hiring process is statistically significant at (b) (7) (e) standard deviations with a shortfall of three (3) female hires. Absent the disproportionate hiring pattern, it would be expected that an additional three (3) females would have been hired. During the review period, Medline had an inexorable zero of female hires into the Packager position.

- B. REMEDY FOR AFFECTED CLASS: Medline agrees to the following: (a) take all reasonable steps to locate all fifty-three (53) Class Members and provide all located Class Members with a make whole remedy, including back pay with interest; (b) make job offers to Class Members until three (3) Class Members are placed, or the Class Members list is exhausted, in the Packager position at the current wage rate for employees that were hired in the Packager position during the review period, with a company service and seniority date representative of the original application date for the period of April 1, 2011, through March 31, 2012; (c) prevent retaliation, harassment, or any other form of reprisal or adverse action to Class Members based on or in relation to the terms of this Remedy; (d) review Medline's selection process and eliminate discriminatory practices; (e) develop procedures to review, at least annually, the selection process for ensuring nondiscrimination; (f) provide EEO/AA training to all individuals who are involved in any way in recruiting, selecting, or tracking applicants for the Packager position; and (g) take action to assure that this violation ceases and does not recur.

- 1) Notice. (i) Within 30 calendar days of the Effective Date of this Agreement, Medline must notify each female applicant listed in Attachment B of the terms of this Agreement by mailing the following documents by first class mail: Notice to Class Members (Attachment F, hereinafter "Notice"), Information Verification & Employment Interest Form (Attachment G, hereinafter "Interest Form"), Release of Claims Forms (Attachment H) and a postage paid return envelope. Medline

must use updated contact information to be provided by OFCCP for the initial Notice mailing.

(ii) Within 90 calendar days of the Effective Date of this Agreement, Medline will provide a list to OFCCP of those Class Members who did not respond to the first Notice during the 30 day period, including those returned as undeliverable. OFCCP will then attempt to obtain and provide updated addresses to Medline within 30 calendar days of receiving the list from Medline.

(iii) Within 10 calendar days of receiving the list of updated addresses from OFCCP, Medline agrees to mail by first class mail a second Notice, Interest Form, and postage paid return envelope to all Class Members for whom updated addresses were obtained.

- 2) Eligibility. All members of the affected class (listed on Attachment B) who sign and return the Interest Form to Medline postmarked no later than 160 calendar days after the Effective Date of this Agreement will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be hired for a Packager position at the Waukegan, Illinois establishment provided they complete an application, pass the drug test, and pass the criminal background check. If an individual receives, but does not return the Interest Form to Medline within 160 calendar days of the Effective Date of this Agreement, he will no longer be entitled to a payment or consideration for a job under this Agreement.

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

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

- 3) Monetary Settlement. Medline agrees to distribute \$52,519.99 (\$47,530.59 in back pay and \$4,989.40 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Medline will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the calendar year. Medline will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

This amount of \$52,519.99 shall be referred to hereafter as the "Settlement Fund-Packager". The monetary settlement is a negotiated amount that represents back pay and interest less interim earnings, and takes into account the tenure of those persons hired into the Packager position during the review period.

Medline shall establish a federally-insured interest bearing account at the prevailing interest rate, within 30 calendar days of the Effective Date of this Agreement for purposes of complying with this Agreement. Medline shall notify OFCCP within 15 calendar days of the inception of the account that this action is complete. Medline shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and obtain account information directly from the financial institution at which the Settlement Fund-Packager account is located.

In accordance with this Agreement, Medline shall deposit the sum of \$52,519.99 into the account described above within 30 calendar days of the Effective Date of this Agreement. The interest that accrues on the total Settlement Fund-Packager, from the Effective Date of this Agreement to the date on which the funds are withdrawn to make payments to the Class Members, will inure to the benefit of the Class Members who timely respond. The interest earned on the Settlement Fund following the Effective Date of this Agreement shall be distributed to those Class Members.

Medline shall distribute the Settlement Fund-Packager plus interest that accrues on the interest bearing account equally among the Eligible Class Members. This monetary relief is not contingent upon accepting any job offer. No later than 250 calendar days after the Effective Date of this Agreement, Medline shall mail a check to each Eligible Class Member, representing each such person's pro rata share of the total amount in the Settlement Fund-Packager.

Within 15 calendar days of Medline's receipt of a check sent to an Eligible Class Member returned as undeliverable, Medline will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7) (e) at (b) (7) (e) @dol.gov. OFCCP will have 15 calendar days to attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address in the designated time period, Medline will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Medline will make a second distribution in equal shares to all Eligible Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Eligible Class Members who cashed at least one of their checks from the first mailing. The second distribution of uncashed funds will be mailed within 120

calendar days after the first distributions were mailed (if there is a need). If there is any remainder after the second distribution, or if the amount remaining would result in a payment of less than \$20.00 to each class member, Medline will use the amount of the remainder to conduct internal EEO training in the Waukegan, Illinois establishment.

A timeline referencing important Conciliation Agreement deadlines is included as Attachment I.

- 4) Employment. As positions become available, Medline will make offers in writing to qualified Eligible Class Members (Attachment B) not currently employed by Medline who express an interest in employment with Medline at the Waukegan, Illinois establishment until three (3) Eligible Class Members are hired in the Packager position or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Eligible Class Members will be eligible for hire in the order that Medline receives their Interest Forms. If Medline receives more than one response on any given day, those Eligible Class Members will be eligible for hire based on the date of their original application. Medline must initiate its hiring of Eligible Class Members within 60 calendar days after the response deadline set out in the Interest Form and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If Medline is not able to hire three (3) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within one year, OFCCP may extend the term of this Agreement for up to 12 months or until Medline satisfies its hiring requirements, whichever occurs first.

Eligible Class Members will be allowed at least 14 calendar days to report for work after receiving a written job offer from Medline. All job offers, including job offers made and documentation of reasons for rejection, will be available for review by OFCCP. The Eligible Class Members hired into the Packager position at the Waukegan, Illinois establishment pursuant to this Agreement must be paid the current wage rate for employees hired in the Packager position at the Waukegan, Illinois establishment during the review period, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Packager employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

- C. NON-MONETARY REMEDIES: Medline will ensure that all applicants are afforded equal employment opportunities. Medline agrees to immediately implement selection procedures, practices, and/or policies which positively affect the hiring of female applicants for the Packager position. Medline agrees to continue and/or to implement the corrective actions detailed below:

- 1) Review and Revisions Required: Within 60 calendar days of the Effective Date of this Agreement, Medline will revise, in writing, the practices, policies and procedures it uses to select applicants for the Packager position ("Revised Hiring Process"). Specifically, Medline will take the following actions at the Waukegan, Illinois establishment:
  - i. Create a job description and selection process for the Packager position which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including those used in any application screens, interviews, reviews of criminal history, reference checks, testing, or other selection procedures;
  - ii. Develop specific, job-related qualification standards for the Packager position that reflect the duties, functions, and competencies of each position;
  - iii. Ensure all policies and qualification standards are uniformly applied to all applicants regardless of sex; and
  - iv. List clearly on its recruiting materials and job listings the minimum qualifications, including required skills and certifications.
- 2) Recordkeeping and Retention: Medline will write and continue to implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Medline will ensure that these procedures are conducted and that all documents pertaining to these procedures are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- 3) Training: Within 120 calendar days of the Effective Date of this Agreement, Medline must train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Packager position at the Waukegan, Illinois establishment on the Revised Hiring Process. The training will include (but is not limited to) instruction in the following topics:
  - i. The proper implementation of recruitment, tracking and selection procedures;
  - ii. The neutral application of specified qualifications and criteria that will be used at each step in the hiring process;
  - iii. Procedures to be used to document the decisions made at each step in the hiring process;
  - iv. The procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3; and

- vi. A prohibition of discrimination based on sex stereotypes and an emphasis that Medline will not treat employees or applicants adversely because they fail to comply with expectations about how women and men should look or act or what kinds of jobs they should do.

Medline will meet with management and all individuals responsible for the selection process at the Waukegan, Illinois establishment and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants for the Packager position who benefit from the provisions of this Agreement are not retaliated against.

- 4) Monitoring: Medline agrees to monitor selection rates at each step of its selection process for the Packager position at the Waukegan, Illinois establishment. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular sex, Medline 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 CFR Part 60-3. Medline agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the Packager position at the Waukegan, Illinois establishment. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

### 3. RECORDKEEPING/ADVERSE IMPACT ANALYSIS VIOLATIONS

- A. STATEMENT OF ALLEGED VIOLATION: During the period April 1, 2011 through March 31, 2012, Medline failed to preserve personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in violation of 41 CFR 60-1.12(a). Specifically, Medline did not maintain notes made during prescreen telephone interviews, notes relating to which applicants were interviewed, and notes of in-person interviews.

REMEDY: Medline agrees to comply with the requirement to have a recordkeeping system that preserves personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, pursuant to 41 CFR 60-1.12(a).

- B. STATEMENT OF ALLEGED VIOLATION: During the period April 1, 2011 through March 31, 2012, Medline failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in violation of 41 CFR 60-2.17(b). Specifically,



Medline did not perform in-depth analyses of its hiring processes to identify impediments to equal employment opportunity.

**REMEDY:** Medline agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist pursuant to 41 CFR 60-2.17(b). At a minimum, Medline agrees to evaluate:

- 1) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization, or of minority or female distribution;
- 2) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- 3) Compensation systems to determine whether there are gender-, race-, or ethnicity-based disparities;
- 4) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- 5) Any other areas that might impact the success of the affirmative action program.

- C. **STATEMENT OF ALLEGED VIOLATION:** During the period April 1, 2011 through March 31, 2012, Medline failed to maintain and have available records or other information showing whether the total selection process for a job has an adverse impact in violation of 41 CFR 60-3.15(A)(2). Specifically, Medline did not maintain records or other information showing whether the total selection process for the Line Assembly and Packager jobs had an adverse impact. Medline also did not maintain records or other information showing which components of its total selection process had an adverse impact.

**REMEDY:** Medline agrees to maintain and have available records or other information showing whether the total selection process for a job has an adverse impact pursuant to 41 CFR 60-3.15(A)(2). Where the total selection process for a job has an adverse impact, Medline agrees to maintain and have available records or other information showing which components have an adverse impact.

- D. **STATEMENT OF ALLEGED VIOLATION:** During the period April 1, 2011 through March 31, 2012, Medline failed to evaluate the individual components of the selection process for adverse impact after determining that the total selection process for a job has an adverse impact in violation of 41 CFR 60-3.4(C). Specifically,



Medline did not evaluate the individual components of its selection process for the Line Assembly and Packager jobs for adverse impact.

**REMEDY:** Medline agrees to evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact pursuant to 41 CFR 60-3.4(C).

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

1. Medline must submit the documents and reports described below to the attention of Michael J. Thomas, OFCCP Chicago District Director, located at 230 S Dearborn Street, Room 434, Chicago, Illinois 60604.
  - A. Within 60 calendar days of the Effective Date of this Agreement Medline must submit a copy of the written Revised Hiring Process described in Part III.1.C.1 and Part III.2.C.1.
  - B. Within 120 calendar days of the Effective Date of this Agreement, Medline must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Line Assembly and Packager positions have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
  - C. Within the prescribed timeframes, Medline must submit all documents and information referenced in Part III sections 1B and 2B.
  - D. Medline must submit four progress reports 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 must cover the six-month period beginning with the Effective Date of this Agreement. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. Medline will submit the following in each progress report:
    - 1) a. Documentation of attempts to contact all Class Members in Attachments A and B and the current disposition of each applicant contacted, including copies of the notification letters sent; and  
  
b. Copies of all letters, including Attachments D, E, G and H, returned by Class Members, as well as Notices returned as undeliverable.
    - 2) Documentation of monetary payments to all Eligible Class Members as specified in Part III sections 1.B.2. and 2.B.2. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member,

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

- 3) Documentation of specific hiring activity for Eligible Class Members who were hired in the Line Assembly and Packager positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- 4) For Eligible Class Members who were considered for employment but were not hired, Medline will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
- 5) The total number of applicants and hires and the breakdown by gender and job title of applicants and hires for Line Assembly and Packager positions during the reporting period, including and separately annotating all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Medline by a staffing firm or employment agency;
- 6) For Line Assembly and Packager positions, the results of Medline's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, based on gender (for purposes of the adverse impact analysis, Medline must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Medline must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 7) For each instance where the total selection process has an adverse impact based on gender, as defined in 41 CFR 60-3.4D, the results of Medline's evaluation of the individual components of the selection process for adverse impact;
- 8) The actions taken by Medline upon determining that any component of the selection process has an adverse impact based on gender for applicants to Line Assembly or Packager positions;
- 9) Copies of in-depth analysis of Medline's total employment process. This documentation must include the analysis at any areas that Medline identifies as an impediment to equal employment opportunity.

2. Medline 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 occurs later.

## PART V. SIGNATURES

The person signing the Conciliation Agreement on behalf of Medline Industries, Inc. personally warrants he is fully authorized to do so, that Medline Industries, Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Medline Industries, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Medline Industries, Inc.

(b) (6), (b) (7) (c)

Alan Satyr  
Sr. Director, Labor and Employment  
Human Resources  
Medline Industries, Inc.

Date: 1/20/17

(b) (6), (b) (7) (c)

Compliance Officer  
OFCCP, Chicago District Office

Date: 1/23/17

(b) (6), (b) (7) (c)

Michael J. Thomas  
District Director  
OFCCP, Chicago District Office

Date: 1/23/2017

(b) (6), (b) (7) (c)

Adam Young  
Assistant District Director  
OFCCP, Chicago District Office

Date: 1/23/17

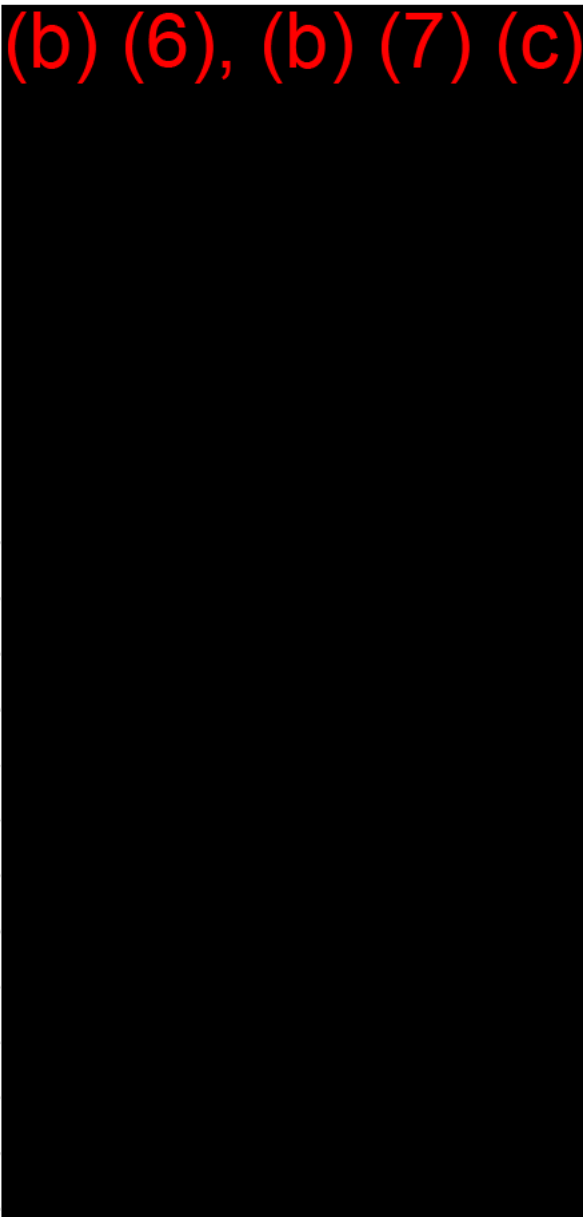
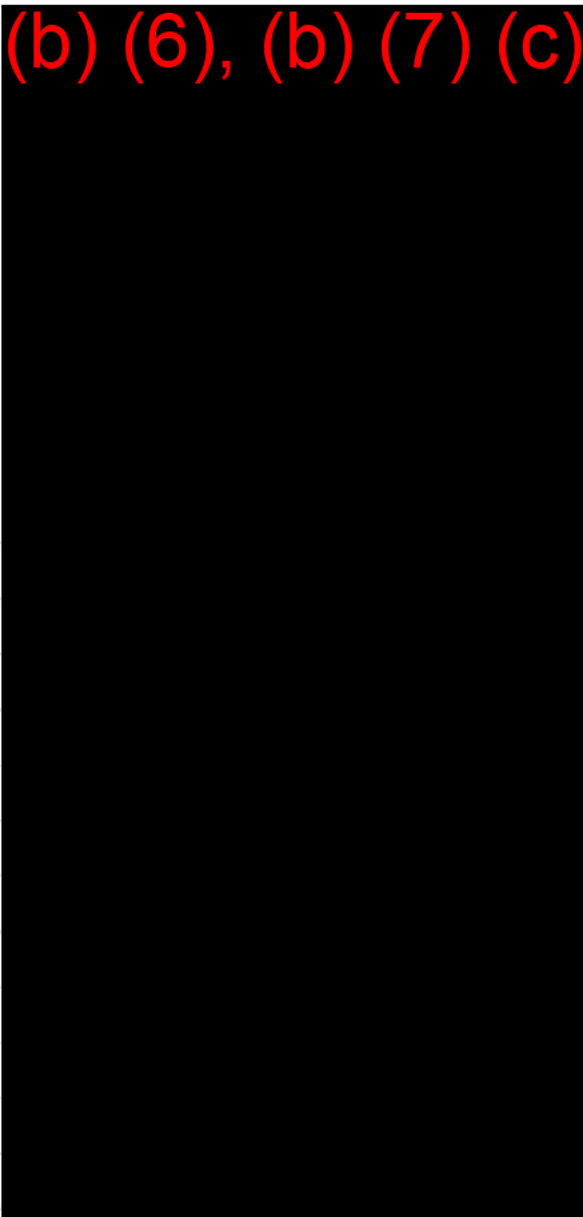
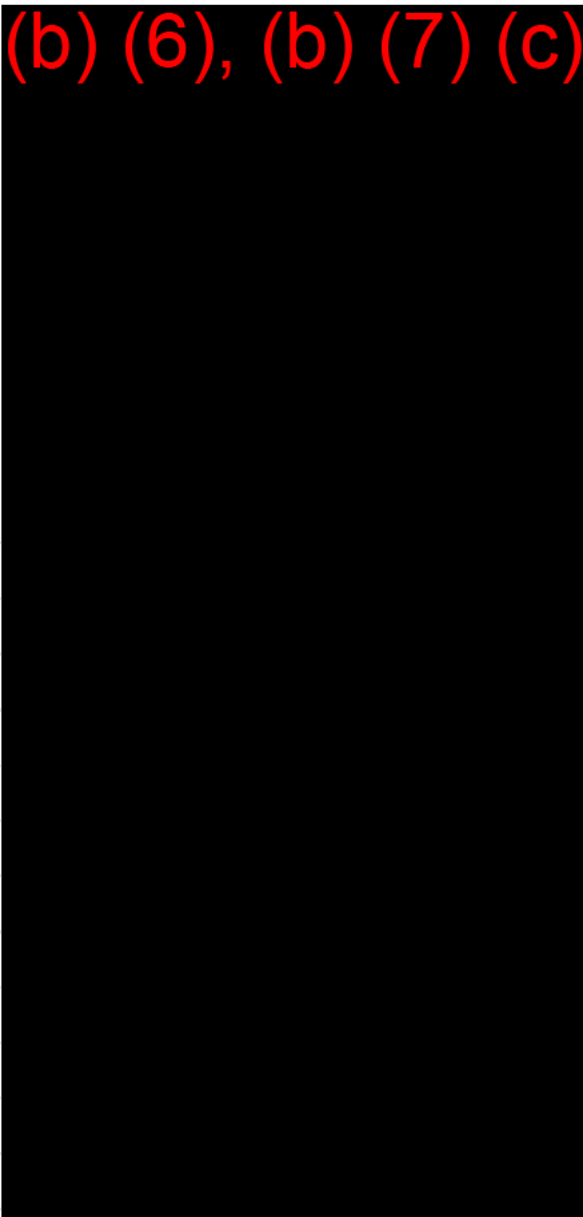
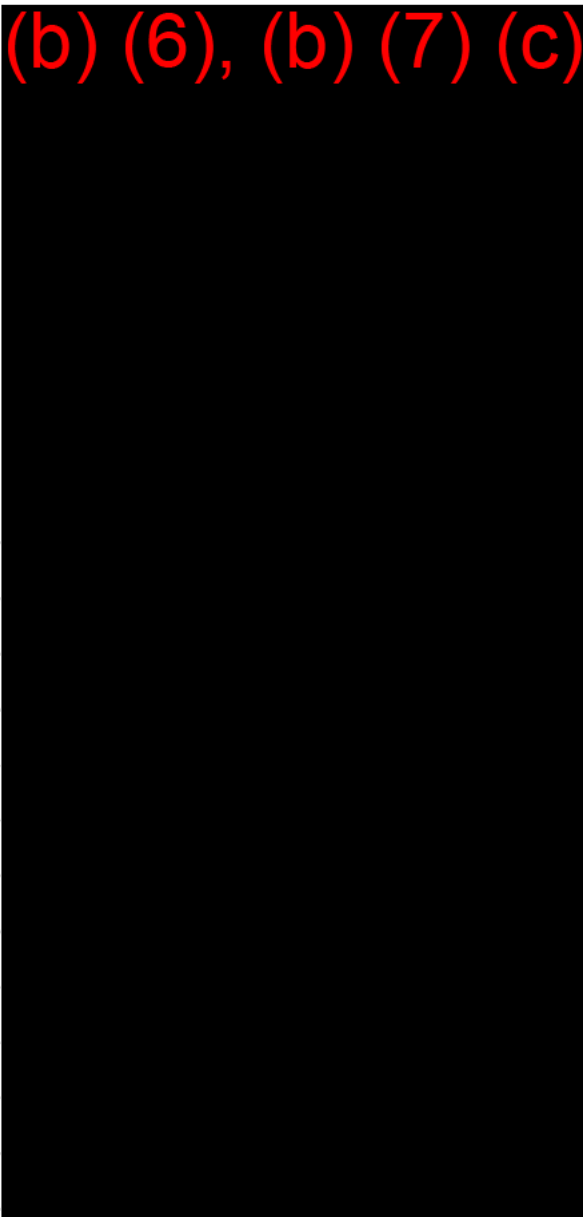
(b) (6), (b) (7) (c)






















Bradley A. Anderson  
Regional Director  
OFCCP, Midwest Region

Date: 01/27/2017

**ATTACHMENT A**

**CLASS MEMBER LIST – LINE ASSEMBLY  
MEDLINE INDUSTRIES, INC. – WAUKEGAN, ILLINOIS**

1. (b) (6), (b) (7) (c)  
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22. 

23. (b) (6), (b) (7) (c)  
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**ATTACHMENT B**

**CLASS MEMBER LIST – PACKAGER  
MEDLINE INDUSTRIES, INC. – WAUKEGAN, ILLINOIS**

1. (b) (6), (b) (7) (c)  
2. [REDACTED]  
3. [REDACTED]  
4. [REDACTED]  
5. [REDACTED]  
6. [REDACTED]  
7. [REDACTED]  
8. [REDACTED]  
9. [REDACTED]  
10. [REDACTED]  
11. [REDACTED]  
12. [REDACTED]  
13. [REDACTED]  
14. [REDACTED]  
15. [REDACTED]  
16. [REDACTED]  
17. [REDACTED]  
18. [REDACTED]  
19. [REDACTED]  
20. [REDACTED]  
21. [REDACTED]  
22. [REDACTED]  
23. [REDACTED]  
24. [REDACTED]  
25. [REDACTED]  
26. [REDACTED]  
27. [REDACTED]

28. (b) (6), (b) (7) (c)  
29. [REDACTED]  
30. [REDACTED]  
31. [REDACTED]  
32. [REDACTED]  
33. [REDACTED]  
34. [REDACTED]  
35. [REDACTED]  
36. [REDACTED]  
37. [REDACTED]  
38. [REDACTED]  
39. [REDACTED]  
40. [REDACTED]  
41. [REDACTED]  
42. [REDACTED]  
43. [REDACTED]  
44. [REDACTED]  
45. [REDACTED]  
46. [REDACTED]  
47. [REDACTED]  
48. [REDACTED]  
49. [REDACTED]  
50. [REDACTED]  
51. [REDACTED]  
52. [REDACTED]  
53. [REDACTED]

## ATTACHMENT C

# *You may be eligible to get money and a job because of a legal settlement between Medline Industries, Inc. and the U.S. Department of Labor*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Medline Industries, Inc.'s Waukegan, IL SPT facility ("Medline") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Medline.*

### ARE YOU AFFECTED?

Males who applied and were not hired for the Line Assembly position at Medline's Waukegan, Illinois SPT location between April 1, 2011 and March 31, 2012 are covered by this settlement.

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Medline's hiring practices at its Waukegan SPT facility during April 1, 2011 through March 31, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that Medline discriminated against Males in hiring for the Line Assembly positions during April 1, 2011 through March 31, 2012. Medline denies those claims. Ultimately, although Medline disagreed with OFCCP's findings, Medline has agreed to resolve the claims through a Conciliation Agreement.

A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

### WHAT DOES THIS MEAN FOR YOU?

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

- (1) **You may be eligible to receive a payment of at least \$1,079** (before taxes). This payment represents your share of back wages and other payments Medline is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

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

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

## WHAT IS YOUR NEXT STEP?

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

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

To be eligible for a payment and potential employment, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form and (2) Release of Claims Form by **[X date]** to:

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654  
**The documents must be received by [insert actual date].**

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

**If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (6), (b) (7) (c) at (b) (6), (b) (7) (c) or via e-mail at (b) (6), (b) (7) (c)@dol.gov. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).



**ATTACHMENT D**

## **Claim Form – Affected Applicants**

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

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

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

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

To receive an award such as money or a job offer, you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [*Deadline above*], to

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654

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

Enclosed is a stamped, pre-addressed envelope you can use.

**\*\*\***

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

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

**Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).**

**Name:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

☐ I confirm that the address on the cover letter is correct.

☐ The address on the cover letter is not correct. My correct address is:

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654  
(312) 795-3264

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

- ☐ Yes, I am still interested in the Line Assembly position with Medline at Waukegan, Illinois.
- ☐ No, I am not currently interested in the Line Assembly position with Medline at Waukegan, Illinois.
- ☐ I am currently employed by Medline.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT E

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Medline Industries, Inc. ("Medline") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Medline for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Line Assembly positions. It also says that Medline does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$1,079 (less deductions required by law) and/or a potential job offer for the Line Assembly position by Medline to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Medline, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to its selection procedures for applicants for the Line Assembly positions during the period of April 1, 2011 through March 31, 2012.

II.

I understand that Medline denies that it treated me unlawfully or unfairly in any way and that Medline entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Medline initiated on November 7, 2012. I further agree that the payment of the aforesaid sum and/or a potential job offer by Medline to me is not to be construed as an admission of any liability by Medline.

III.

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

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP - Medline Industries, Inc., c/o David Cristlieb, Attorney At Law, 321 North Clark Street, Suite 1000, Chicago, IL 60654 such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for the Line Assembly position.

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

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

Printed Name: \_\_\_\_\_

## ATTACHMENT F

### *You may be eligible to get money and a job because of a legal settlement between Medline Industries, Inc. and the U.S. Department of Labor*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Medline Industries, Inc.'s Waukegan, IL SPT facility ("Medline") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Medline.*

#### **ARE YOU AFFECTED?**

Females who applied and were not hired for the Packager position at Medline's Waukegan, Illinois SPT location between April 1, 2011 and March 31, 2012 are covered by this settlement.

#### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Medline's hiring practices at its Waukegan, IL SPT facility during April 1, 2011 through March 31, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that Medline discriminated against Females in hiring for the Packager positions during April 1, 2011 through March 31, 2012. Medline denies those claims. Ultimately, although Medline disagreed with OFCCP's findings, Medline has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

#### **WHAT DOES THIS MEAN FOR YOU?**

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

- (1) **You may be eligible to receive a payment of at least \$990** (before taxes). This payment represents your share of back wages and other payments Medline is making

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

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

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

### **WHAT IS YOUR NEXT STEP?**

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

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

To be eligible for a payment and potential employment, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form and (2) Release of Claims Form by [X date] to:

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654  
**The documents must be received by [insert actual date].**

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

**If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact (b) (6), (b) (7) (c) at (b) (6), (b) (7) (c) or via e-mail at (b) (6), (b) (7) (c)@dol.gov. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).



ATTACHMENT G

## Claim Form – Affected Applicants

---

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

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

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

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

To receive an award such as money or a job offer, you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before *[Deadline above]*, to

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654

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

Enclosed is a stamped, pre-addressed envelope you can use.

\*\*\*

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

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

**Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).**

**Name:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

Settlement Administrator  
OFCCP – Medline  
David Cristlieb  
Attorney At Law  
321 North Clark Street, Suite 1000, Chicago, IL 60654  
(312) 795-3264

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

- ☐ Yes, I am still interested in the Packager position with Medline at Waukegan, Illinois.
- ☐ No, I am not currently interested in the Packager position with Medline at Waukegan, Illinois.
- ☐ I am currently employed by Medline.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT H

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Medline Industries, Inc. ("Medline") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Medline for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Packager positions. It also says that Medline does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$990 (less deductions required by law) and/or a potential job offer for the Packager position by Medline to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Medline, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to its selection procedures for applicants for the Packager positions during the period of April 1, 2011 through March 31, 2012.

II.

I understand that Medline denies that it treated me unlawfully or unfairly in any way and that Medline entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on November 7, 2012. I further agree that the payment of the aforesaid sum and/or a potential job offer by Medline to me is not to be construed as an admission of any liability by Medline.

III.

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

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP - Medline Industries, Inc., c/o David Cristlieb, Attorney At Law, 321 North Clark Street Suite 1000, Chicago, IL 60654 such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for the Packager position.

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

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

Printed Name: \_\_\_\_\_

## ATTACHMENT I

### FINANCIAL REMEDIES TIMELINE Medline Industries, Inc. Conciliation Agreement

| Activity   | Responsible Party | Time Allocated | Deadline(s)   | Conciliation Agreement Reference |
|--|-------------------|----------------|---|----------------------------------|
| <b>Settlement Fund Account</b> is Established and Funded   | Medline           | 30 Days        | 30 Days<br>(After Effective Date)                       | Part III 1.B.3<br>& 2.B.3        |
| <b>Confirmation of Settlement Fund Account</b> Establishment and Contact Person is conveyed to OFCCP | Medline           | 15 Days        | 15 Days<br>(From Account Inception)                     | Part III 1.B.3<br>& 2.B.3        |
| <b>Initial Notices Mailed</b> to Affected Class Members  | Medline           | 30 Days        | 30 Days (After Effective Date)                          | Part III 1.B.1<br>& 2.B.1        |
| <b>Non-Response Class Member Listing</b> sent to OFCCP   | Medline           | 60 Days        | 90 Days (After Effective Date)                          | Part III 1.B.1<br>& 2.B.1        |
| <b>Search for Class Members</b> not able to locate   | OFCCP             | 30 Days        | 120 Days (After Effective Date)                         | Part III 1.B.1<br>& 2.B.1        |
| <b>Re-mail Returned Initial Notices</b> to any Forwarding Addresses Received                         | Medline           | 10 Days        | 130 Days (After Effective Date)                         | Part III 1.B.1<br>& 2.B.1        |
| <b>Notice Response Deadline</b> for Class Members  | -                 | 160 Days       | 160 Days (After Effective Date)                         | Part III 1.B.2<br>& 2.B.2        |
| <b>Eligible Class Member List</b> Provided to OFCCP  | Medline           | 30 Days        | 190 Days (After Effective Date)                         | Part III 1.B.2<br>& 2.B.2        |
| <b>Eligible Class Member List</b> Approved by OFCCP  | OFCCP             | 30 Days        | 220 Days (After Effective Date)                         | Part III 1.B.2<br>& 2.B.2        |
| <b>Disbursement of Monetary Settlement</b> to Class Members  | Medline           | 30 Days        | 250 Days (After Effective Date)                         | Part III 1.B.3<br>& 2.B.3        |
| <b>Notification of Undeliverable Checks</b> to OFCCP   | Medline           | 15 Days        | 15 Days (After Receiving Undeliverable Check)           | Part III 1.B.3<br>& 2.B.3        |
| <b>Search for Updated Contact Information</b> for Any Undeliverable Checks                           | OFCCP             | 15 Days        | 15 Days (After Medline Notification)                    | Part III 1.B.3<br>& 2.B.3        |
| <b>Checks Reissued and Mailed</b> for All Returned Checks  | Medline           | 15 Days        | 15 Days (After Receiving Alternate Contact Information) | Part III 1.B.3<br>& 2.B.3        |
| <b>Second Disbursement of Monetary Settlement</b> for Any Returned/Uncashed Checks                   | Medline           | 120 Days       | 120 Days (After the First Distribution)                 | Part III 1.B.3<br>& 2.B.3        |
| <b>Uncashed Checks are Voided</b>  | Medline           | -              | 120 Days (After Initial Mailing)                        | Part III 1.B.3<br>& 2.B.3        |