

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

ROCHE DIAGNOSTICS CORPORATION

9115 Hague Road

Indianapolis, Indiana 46256

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Roche Diagnostics Corporation’s facility located at 9115 Hague Road, Indianapolis, Indiana and found that it was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Parts 60-1, 60-2, and 60-3. OFCCP notified Roche Diagnostics Corporation of the specific violations found and the corrective actions requested in a Show Cause Notice issued October 31, 2014 and in an Amended Show Cause Notice issued March 8, 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 Roche Diagnostics Corporation (including successor subsidiaries, Roche Diagnostics Operations and Roche Diabetes Care, Inc.)¹ (collectively, hereinafter, “RDC”) enter into this contract (“Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for RDC’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, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) 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 RDC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

¹Subsequent to the compliance review, the workforce included in the AAP audited by OFCCP was dispersed to three separate subsidiaries and the jobs at issue in this CA are included in each of these subsidiaries.

2. RDC agrees that OFCCP may review its compliance with this Agreement at the Indianapolis, Indiana establishment. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Upon notice consistent with Section 2C04 of the FCCM, RDC will permit access to its premises at the Indianapolis, Indiana establishment during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. RDC understands that nothing in this Agreement relieves RDC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. RDC promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the 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 sixty (60) calendar days after RDC submits the final progress report required in Part IV (D), below, unless OFCCP notifies RDC in writing prior to the expiration date that RDC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines RDC has met all of its obligations under the Agreement.

11. If RDC violates this Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) If OFCCP believes that RDC violated any term of the Agreement while it is in effect, OFCCP will send RDC a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) RDC will have 15 calendar 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 RDC 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. RDC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-300.66 (2014), 41 C.F.R. § 60-741.66 (2014) and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. FAILURE TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY

A. STATEMENT OF VIOLATION: OFCCP found that RDC discriminated against African-American applicants based on race in the Material Handling and Production Technician positions during the period of March 22, 2011 through March 22, 2013 in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1).

The analysis indicated adverse impact in hiring against 626 African-American applicants, by race, with a shortfall of 5 African-American hires for Material Handling positions and 3 African-American hires for Production Technician positions.

B. REMEDY FOR AFFECTED CLASS: RDC has agreed to cease using the practices and/or policies negatively affecting African-American applicants in the hiring process for

Material Handling and Production Technician positions and RDC will take the following corrective actions:

- 1) RDC agrees to revise its selection procedures for Material Handling and Production Technician positions; and
 - 2) To take action to assure that this violation does not occur in the future.
- 1) Notification: Within 60 calendar days after the Effective Date, RDC shall notify the Class Members (“CMs”) as determined by OFCCP in Attachment 1 of the terms of this Agreement by mailing by return-receipt, certified mail to each CM based on the last known address in RDC’s applicant records – a Notice (Attachment 2, “Notice”), an Information Verification Form (Attachment 3, “Interest Form”), a Release of Claims (Attachment 4 “Release”), and a postage paid return envelope. RDC shall notify OFCCP weekly of all letters returned as undeliverable. In addition, within 120 days of the Effective Date, RDC will provide a list to OFCCP of those CMs who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release along with a copy of each executed Release and Interest Form it receives. OFCCP will then initiate efforts to locate those CMs and provide the updated contact information to RDC within 150 days of the Effective Date.

RDC agrees to mail within 165 days of the Effective Date, by return-receipt, certified mail, a second Notice, Interest Form, Release, and postage paid return envelope to CMs OFCCP locates or contacts.

- 2) Eligibility: All CMs (or her/his legal representative in the event she/he is deceased) who sign and return the Release and Interest Form to either RDC or OFCCP within 195 days of the Effective Date of this Agreement (Eligible CMs) will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a CM has not returned the Release and Interest Form to RDC or OFCCP within 195 days of the Effective Date of this Agreement, the CM will no longer be entitled to any relief pursuant to this Agreement.

Within 210 days of the Effective Date of this Agreement, RDC will provide OFCCP with a list of all CMs who returned the Interest Form and Release within 195 days of the Effective Date, along with a copy of each executed Release and Interest Form it receives.

Within 230 days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with RDC any issues necessary to finalize

the list, such as the inclusion or exclusion of certain CMs. The monetary payment discussed in Part III, section 1(B)(3) below will be divided equally among all Eligible CMs on the final approved list. All Eligible CMs are entitled to their share of the monetary settlement regardless of whether they are interested in employment with RDC.

- 3) Monetary Settlement: RDC agrees to distribute \$261,782.01 (representing the sum of back pay (\$240,839.45) and interest (\$20,942.56) in equal shares among all Eligible CMs on OFCCP's final approved list less employee-side withholdings required by federal, state or local law. Such payment will constitute full and final settlement of all financial claims related to this violation. In addition to the monetary settlement amount above, RDC (or an agent on behalf of RDC) will remit to the Internal Revenue Service ("IRS") or other relevant tax authority all employer's share of social security and other employer-side taxes and employee-side withholdings on back pay. RDC (or an agent on behalf of RDC) 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, if required. These IRS forms will be mailed at the end of the year to the last address on file with RDC. RDC will disburse the monetary settlement within 30 days after OFCCP approves the final list of Eligible CMs. This monetary settlement is not contingent upon accepting any job offer.

No later than 30 days after mailing the checks, RDC will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each Eligible CM or indicate if the check was direct deposited.

Within ten (10) days of RDC's receipt of a check to an Eligible CM returned as undeliverable, RDC will notify OFCCP of this fact, via e-mail sent to David A. Smith, (b) (7)(C) or to a replacement contact specified by OFCCP in writing. OFCCP will attempt to locate the Eligible CM and if OFCCP obtains an alternate address, RDC will re-mail the check within ten (10) days of receiving an alternate or corrected address. Any check that remains uncashed 90 days after the initial date the check was mailed to the Eligible CM will be void. RDC will make a second distribution to all Eligible CMs who cashed their first check, provided that if the total amount of uncashed funds would result in a payment of less than \$50.00 to each Eligible CM who cashed the first disbursement check, RDC will use those uncashed funds to provide training in equal employment opportunity to its management and employees.

- 4) Employment:
 - a. Any Eligible Class Member who expresses an interest in employment, will be eligible for future employment consideration for a Material Handling or Production Technician position, provided he/she fully completes an employment application and background check consent/disclosure form, passes a substance

abuse screening test, passes a job-related criminal background check, presents documents establishing that he/she is eligible to work in the United States and meets the basic job related qualifications. These are the only job requirements that are to be used by RDC in determining qualifications for employment in the Material Handling and Production Technician position. Job offers shall be extended until five (5) Eligible CMs are hired into Material Handling Technician positions and three (3) Eligible CMs are hired into Production Technician positions. Prior to execution of this Agreement, RDC provided evidence that three CM (Attachment A, Production Technician, CM #53, #445, #450) were hired into a Production Technician position. As a result of these hires, the hiring obligation for the Production Technician positions has been fulfilled. RDC will also receive credit under this hiring obligation for hiring Eligible CMs into any position with equal or higher pay and benefits to the Material Handling Technician and Production Technician positions. To the extent that RDC is unable to satisfy the hiring obligation based on a lack of openings after 24 months, the parties will confer to discuss extending the term of the hiring period.

- b. If there are an insufficient number of interested CMs that meet the job related qualifications in subparagraph (a) above, RDC will document its reasons for not selecting the interested Eligible CMs and agrees to undertake good faith recruitment efforts for the impacted group with the goal of hiring additional African American candidates in these positions. OFCCP may request documentation of the reason that an Eligible CM does not meet any of the job requirements listed in this paragraph. If there are any disputes over job requirements between RDC and OFCCP, the parties will meet to attempt to resolve the issues.
 - c. CMs hired under this Agreement shall receive a starting pay and benefits consistent with RDC's current new hire compensation packages for the job in which the CM is hired and the relevant qualifications of the individual. The CMs who RDC has selected or hired into the specified position in satisfaction of subparagraph (a) shall receive retroactive company vesting service credit back to the date of his or her original application for the identified role.
- C. NON-MONETARY REMEDIES. RDC will ensure that all applicants are afforded equal employment opportunities. RDC agrees to continue and/or to implement the corrective actions detailed below:
- 1) Use Non-Discriminatory Selection Procedures: RDC agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. RDC will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular race unless it is justified in accordance with applicable law.
 - 2) Review and Revisions Required: Within 90 days of the Effective Date of this Agreement, RDC will review and document the practices, policies and procedures it uses to select applicants for Material Handling and Production Technician positions and will make revisions, if necessary. RDC's revised selection practices, policies,

and procedures shall be referred to in this Agreement as the "Revised Hiring Process." Specifically, RDC will:

- a) create a job description and selection process for Material Handling and Production Technician positions 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, tests, credit checks, reviews of criminal history, reference checks, testing, or other selection procedures;
 - b) develop specific, job-related qualification standards for the Material Handling and Production Technician positions that reflect the duties, functions, and competencies of the position;
 - c) implement procedures to ensure all policies and qualification standards are uniformly applied to all applicants regardless of race; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications for the Material Handling and Production Technician positions, including required skills and certifications.
- 3) Recordkeeping and Retention: RDC will continue to implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. RDC will ensure that these procedures are conducted and that all documents pertaining to these procedures are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: By September 30, 2018, RDC must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Material Handling and Production Technician on the Revised Hiring Process. The training will include (but is not limited to) instruction in: the proper implementation of recruitment, tracking and selection procedures; neutral application of 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. RDC will meet with management and other individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific instruction will be given to ensure that applicants, who benefit from the provisions of this Agreement, are not retaliated against.
- 5) Monitoring: RDC agrees to monitor selection rates at each step of its selection process for Material Handling and Production Technician positions at the Indianapolis, Indiana establishment. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. §60-3.4D, on the hiring of African-American applicants, RDC will 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. RDC agrees to maintain and, if requested by OFCCP during the term of this Agreement, make available to OFCCP records concerning the impact on African-American applicants of the selection process for Material Handling and Production Technician positions at the Indianapolis, Indiana establishment. This includes the number of African-American and White persons hired, the number of African-American and White applicants who applied, 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. TECHNICAL VIOLATIONS

- A. **STATEMENT OF VIOLATION:** In violation of 41 CFR 60-1.43, 41 CFR 60-300.81, and 41 CFR 60-741.81, Roche Diagnostics failed to permit access during normal business hours to its place of business for the purpose of conducting an on-site compliance investigation and inspecting and copying such books and accounts and records, including computerized records, and other material as may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; and their implementing regulations. In addition, RDC consistently evaded OFCCPs information [or document] requests, which were put forth on multiple occasions.

REMEDY: RDC agreed to permit access on January 12, 2015 to permit access during normal business hours to its place of business for the purpose of conducting an on-site compliance investigation and inspecting and copying such books and accounts and records, including computerized records, and other material as may be relevant to the matter under investigation. As of the Effective Date of this document RDC has provided access to its facilities and records. OFCCP considers this violation to be remedied.

- B. **STATEMENT OF VIOLATION:** RDC failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b). Specifically, RDC failed to demonstrate that it made good faith efforts and develop action oriented programs to correct the hiring discrimination against blacks in its 7B Operatives Job Group. This is a violation of 41 CFR 60-2.17(c).

REMEDY: RDC must develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to obtain established goals and objectives. RDC shall develop action-oriented programs that demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities for qualified blacks.

- C. STATEMENT OF VIOLATION: RDC failed to evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact in accordance with the requirements of 41 CFR 60-3.4(c). RDC failed to evaluate the causes of the adverse impact any further.

REMEDY: RDC must agree to further evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact. RDC shall make this evaluation in accordance with the requirements of 41 CFR 60-3.4(c).

PART IV. REPORTS REQUIRED

1. RDC must submit the documents and reports described below to: David A. Smith, Assistant District Director, OFCCP, 46 E. Ohio Street, Rm 419, Indianapolis, IN 46204.
 - A. No later than September 30, 2018, RDC must submit a copy of the written Revised Hiring Processes described in Part III.
 - B. No later than October 31, 2018 RDC must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Material Handling and Production Technician positions at the Indianapolis, Indiana establishment 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. RDC will provide OFCCP with all documents and information referenced in Part III., section 1.B (1) and (3) within the prescribed timeframes. Such documents and information include, but are not necessarily limited to:
 - 1) No later than 90 days after the Effective Date of this Agreement, RDC will provide a list of CMs who have not responded to or returned a fully executed Interest Form and Release and copies of envelopes returned as undeliverable.
 - 2) No later than 200 days after the Effective Date of this Agreement, RDC will provide a list of CMs who have not responded to or returned a fully executed Interest Form and Release within 180 days of the Effective Date and copies of envelopes returned as undeliverable.
 - 3) No later than 280 days after the Effective Date of this Agreement, RDC will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each Eligible CM or indicate if the check was direct deposited.
 - D. RDC must submit two progress reports for the Indianapolis Indiana establishment covering each period this Agreement is in effect. The first progress report will be due

January 31, 2019 covering the period January 1, 2018, to December 31, 2018. The second report will be due January 31, 2020 covering the period of January 1, 2019 through December 31, 2019. RDC will submit the following in each report, if applicable to the particular reporting period:

- 1)
 - a. Copies of the notification letters sent to all Class Members in Attachment A and the current disposition of each Class Member contacted; and
 - b. Copies of all attachments, including Attachment C, returned by Class Members, as well as a list of those returned as undeliverable.
- 2) Documentation of monetary payments to all Eligible Class Members as specified in Part III section 1 B (3). 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. RDC must provide OFCCP with copies of all canceled checks upon request. In addition, RDC must provide OFCCP with the amount of the Settlement Fund that was reverted after the second distribution and documentation of the internal EEO training that was conducted. 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;
- 3) Documentation of specific hiring activity for Eligible Class Members who were hired in Material Handling and Production Technician positions at the Indianapolis, Indiana establishment in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and applicable benefits;
- 4) If RDC does not hire the specified number of Eligible Class Members referenced in Part III., section 1.B.(4) who were considered for employment in Material Handling and Production Technician positions at the Indianapolis, Indiana establishment but were not hired, RDC 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 race of African-American and White applicants and hires, for Material Handling and Production Technician positions at the Indianapolis, Indiana establishment during the reporting period, including all temporary, part time, and seasonal workers who applied for a regular Material Handling or Production Technician position at RDC and were referred for such position by a staffing firm or employment agency;
- 6) For Material Handling and Production Technician positions at the Indianapolis, Indiana establishment, the results of RDC's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on black applicants. RDC has informed OFCCP that the adverse impact analyses it intends to conduct will

- be organized by job title and will control for the requisition for which the candidate was considered for a position. (For purposes of the adverse impact analysis, RDC will not include hires made of Eligible Class Members pursuant to this Agreement in that analysis);
- 7) 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 RDC's evaluation of the individual components of the selection process for adverse impact; and
 - 8) The actions taken by RDC upon determining that any component of the selection process for Material Handling and Production Technician positions at the Indianapolis, Indiana establishment has an adverse impact on African-American applicants as set forth in Part III section C 5 above.
2. RDC 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

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

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

BRIDGET BOYLE
Vice President and Site Head, Human Resources,
Roche Diagnostics Operations, Inc.

Date: 6-21-18

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

CARMEN NAVARRO
Acting Regional Director
OFCCP, Midwest Region

Date: June 26, 2018

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

DAVID A. SMITH
Assistant District Director
OFCCP, Indianapolis District Office

Date: 6/25/18

Attachments:

- Attachment A List of Class Members
- Attachment B Notice to Affected Class Members
- Attachment C Information Verification and Employment Interest Form
- Attachment D Release of Claims

Attachment A
Class Members - Production Technician

Applicant Name	Race	Gender	Job Group	Job Title (Hire Title)	Date of Application	Note
(b) (7)(C)	7B Operatives	Production Technician	06/13/2011			
	7B Operatives	Production Technician	06/13/2011			
	7B Operatives	Production Technician	06/14/2011			
	7B Operatives	Production Technician	06/14/2011			
	7B Operatives	Production Technician	06/15/2011			
	7B Operatives	Production Technician	06/16/2011			
	7B Operatives	Production Technician	06/16/2011			
	7B Operatives	Production Technician	07/27/2011			
	7B Operatives	Production Technician	07/27/2011			
	7B Operatives	Production Technician	07/27/2011			
	7B Operatives	Production Technician	07/28/2011			
	7B Operatives	Production Technician	07/29/2011			
	7B Operatives	Production Technician	08/01/2011			
	7B Operatives	Production Technician	08/01/2011			
	7B Operatives	Production Technician	08/01/2011			
	7B Operatives	Production Technician	08/01/2011			
	7B Operatives	Production Technician	08/04/2011			
	7B Operatives	Production Technician	08/07/2011			
	7B Operatives	Production Technician	08/08/2011			
	7B Operatives	Production Technician	08/08/2011			
	7B Operatives	Production Technician	08/09/2011			
	7B Operatives	Production Technician	08/09/2011			
	7B Operatives	Production Technician	08/18/2011			
	7B Operatives	Production Technician	08/18/2011			
	7B Operatives	Production Technician	08/22/2011			
	7B Operatives	Production Technician	08/23/2011			
	7B Operatives	Production Technician	08/31/2011			
	7B Operatives	Production Technician	09/01/2011			
	7B Operatives	Production Technician	09/30/2011			
	7B Operatives	Production Technician	10/01/2011			
	7B Operatives	Production Technician	10/01/2011			
	7B Operatives	Production Technician	10/01/2011			
	7B Operatives	Production Technician	10/01/2011			
	7B Operatives	Production Technician	10/03/2011			
	7B Operatives	Production Technician	10/05/2011			
	7B Operatives	Production Technician	10/05/2011			
	7B Operatives	Production Technician	10/05/2011			
	7B Operatives	Production Technician	10/07/2011			
	7B Operatives	Production Technician	10/07/2011			
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7B Operatives	Production Technician	10/17/2011				
7B Operatives	Production Technician	10/17/2011				
7B Operatives	Production Technician	10/18/2011				
7B Operatives	Production Technician	10/18/2011				
7B Operatives	Production Technician	10/20/2011				
7B Operatives	Production Technician	10/25/2011				

Attachment A
Class Members - Production Technician

	Applicant Name	Race	Gender	Job Group	Job Title (Hire Title)	Date of Application	Note
	(b) (7)(C)			7B Operatives	Production Technician	01/04/2013	
				7B Operatives	Production Technician	01/04/2013	
				7B Operatives	Production Technician	01/06/2013	

Attachment B Notice to Class Member

You may be eligible to get money and a job because of a legal settlement between Roche Diagnostics Corporation 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 Roche Diagnostics Corporation 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 Roche Diagnostics Corporation.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for the Material Handling and Production Technician positions at Roche Diagnostics Corporation location between March 22, 2011 and March 22, 2013 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 Roche Diagnostics Corporation's hiring practices during March 22, 2011 and March 22, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued documents alleging that Roche Diagnostics Corporation discriminated against Blacks in hiring for Material Handling and Production Technician positions during the period of March 22, 2011 and March 22, 2013. Roche Diagnostics Corporation denies those claims. Ultimately, although Roche Diagnostics Corporation disagreed with OFCCP's findings, Roche Diagnostics Corporation 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 to Show Cause or Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Material Handling or Production Technician 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 \$400.00** (before taxes). This payment represents your share of back wages and other payments Roche Diagnostics Corporation 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) Roche Diagnostics Corporation will be making job offers for the Material Handling and Production Technician positions to some of the individuals receiving this notification. It

Attachment B Notice to Class Member

is not guaranteed that you will receive a job offer. If you are interested in a job with Roche Diagnostics Corporation, 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, Roche Diagnostics Corporation or the Settlement Administrator, XXX.

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

To be eligible for a payment and job, 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 – Roche Diagnostics Corporation*

XXX
Address
Address

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 David A. Smith, Assistant District Director, at (b) (7)(C) (b) (7)(C) or email at (b) (7)(C). You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cm.

Attachment C

Claim Form – Class Members

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY 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

Roche Diagnostics Corporation
9115 Hague Road
Indianapolis, IN 46256

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. ***[If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly].***

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

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

Attachment C

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.
[Depending on the notice process, include contact information for OFCCP or settlement administrator.]

Name
Address
Phone
Email/website link

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

- Yes, I am still interested in a Material Handling or Production Technician position with Roche Diagnostics at Indianapolis, IN.
- No, I am not currently interested in a Material Handling or Production Technician position with Roche Diagnostics.
- I am currently employed by Roche Diagnostics in the position of _____

Attachment C

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature: _____ Date: _____

Printed Name: _____

Attachment D

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 Roche Diagnostics Corporation ("RDC") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against RDC for allegedly violating Executive Order 11246 in connection with alleged race discrimination in hiring for Material Handling and Production Technician positions between March 22, 2011 and March 22, 2013. It also says that RDC 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 will not be eligible for a potential job offer.

In consideration of the payment of at least **\$400.00** (less deductions required by law) and/or a potential job offer for a Material Handling or Production Technician position by RDC to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge RDC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, fiduciaries, 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 Material Handling and Production Technician positions during the period of March 22, 2011 through March 22, 2013.

II.

I understand that RDC denies that it treated me unlawfully or unfairly in any way and that RDC 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 RDC initiated on March 25, 2013. I further agree that the payment of the aforesaid sum and/or a potential job offer by RDC to me is not to be construed as an admission of any liability by RDC.

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.

Attachment D

I understand that if I do not sign this Release and return it to Roche Diagnostics Corporation such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Material Handling or Production Technician position.

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

Signature: _____ Date: _____

Printed Name: _____