UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

06-CV-04596 (MLC) (JJH)

Plaintiff,

CONSENT DECREE

v.

VENTIV PHARMA SERVICES, A Division of Ventiv Health, Inc, now known as inVentiv Pharma Services, a Division of inVentiv Health, Inc.,

Defendant.

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WILLIAM T. WALSH CLERK

CONSENT DECREE

This action was initiated on or about September 27, 2006 by Plaintiff Equal Employment Opportunity Commission ("EEOC"), an agency of the United States Government, alleging that defendant Ventiv Pharma Services, a division of Ventiv Health, Inc., now known as in Ventiv Pharma Services, a division of inVentiv Health, Inc. (collectively "defendant") engaged in unlawful discrimination against a group of female individuals based on their pregnancy, by subjecting them to differential treatment and termination, while not treating non-pregnant employees in a similar manner, in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. Specifically, EEOC alleged that defendant terminated the employment of a pregnant employee, Lisa Lewis, and similarly situated pregnant employees in its nationwide sales force who are not covered by the Family Medical Leave Act ("claimants"), by denying them and other pregnant employees leaves of absences in excess of six weeks, while failing to terminate the employment of a larger group of non-pregnant employees also not

covered by the Family Medical Leave Act who needed leaves for other medical reasons.

On November 8, 2006 defendant filed its Answer to the EEOC Complaint in which it denied that it had committed any of the violations alleged by the EEOC.

Although defendant denies the allegations in the EEOC's Complaint, the EEOC and defendant (the "parties") have agreed that it is in their mutual interest to settle the claims in the EEOC's Complaint in order to avoid protracted litigation. The parties therefore stipulate to entry of this Decree as final and binding between the parties and defendant's successors, assigns, subsidiaries, affiliates, purchasers, and any other corporation or entity into which defendant may merge or with which it may consolidate, and any other corporation or entity that purchases or acquires defendant. The parties have agreed that this Decree may be entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

A. GENERAL PROVISIONS

- 1. This Decree resolves all issues raised in EEOC Charge Number 253-2005-02856 and in EEOC's Complaint in this case. This Decree in no way affects EEOC's right to process any other pending or future charges that may be filed against defendant and to commence civil actions on any such charges as EEOC sees fit.
- 2. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.
- 3. This Decree is not an admission by defendant of any liability. By entering into this Consent Decree, defendant does not admit, either expressly or impliedly that it has violated

any federal, state or local law, or that it has any liability under the above-referenced charge or the EEOC's Complaint.

- 4. Defendant will not contest the validity of this Decree nor the jurisdiction of the United States District Court to enforce this Decree and its terms, and will not contest the right of EEOC to bring enforcement proceedings upon the breach of any of the terms of this Decree by defendant.
- 5. If the EEOC has reason to believe that defendant has violated this Decree, the EEOC shall so notify defendant in writing, unless any delay through notification would adversely harm the public interest. After receipt of written notification by the EEOC, defendant will then have ten (10) working days in which to correct the problem or refute the EEOC's allegation(s), at the expiration of which time period the EEOC shall have the right to apply to the Court for appropriate relief.
- 6. Defendant will provide notice and a copy of this Decree to any successors, assigns, subsidiaries, affiliates, purchasers, and to any other corporation or other entity into which defendant may merge or with which it may consolidate, and to and any other corporation or entity that purchases or acquires defendant.
- 7. Defendant, its managers, officers, agents, successors, assigns, subsidiaries, affiliates, purchasers, and any other corporation or entity into which defendant may merge or with which it may consolidate, and any other corporation or entity that purchases or acquires defendant are enjoined from discriminating against any individual because of that individual's sex and are enjoined from retaliating against claimants or any other individual because of participation in this matter in any way, or because of her or his assertion of rights under Title VII.

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Filed 03/18/2008

MONETARY RELIEF

- 8. Within 10 days of entry of this Decree and following receipt by defendant of a Settlement and Release Agreement from Lisa Lewis in conjunction with Civil Action No. 2-06-CV-00286 previously pending in the United States District Court for the Eastern District of Tennessee, and subsequently transferred to the United States District Court for the District of New Jersey (Civil Action No. 07-4639 (WJM)), defendant will pay claimant Lisa Lewis \$52,000 as payment to be made as follows:
 - \$ 52,000 to Lisa Lewis, in two checks: one payable to Lisa Lewis in the a, sum of \$26,000 for backpay from which all applicable employee taxes and Social Security, FICA, and other federal contributions will be deducted, as detailed in a W-2 statement to be provided at the end of the tax year; a second check payable to Lisa Lewis in the sum of \$26,000 for compensatory damages without any deduction of the above-referenced employee taxes, and with a 1099 form to be provided at the end of the tax year designating such payment as non-wage income.
 - b. The checks will be sent to Lisa Lewis in care of her attorney, F. Braxton Terry, Terry, Terry and Stapleton, 916 West First North Street, PO Box 724, Morristown, Tennessee 37815, together with appropriate tax forms, and will simultaneously send a copy of the checks comprising the payment described in this paragraph to Michael Ranis, EEOC New York District Office, 33 Whitehall Street, 5th Floor, New York, New York 10004.
 - 9. Defendant will be responsible for paying its portion of applicable payroll taxes.

Ç. WRITTEN POLICIES AND PROCEDURES

10. Within 10 days of entry of this Decree, defendant will adopt and maintain the Anti-Discrimination Policy attached as Exhibit A prohibiting discrimination on the basis of sex and pregnancy under Title VII. That policy specifies that defendant will grant all benefits and other terms and conditions of employment on a non-discriminatory basis to pregnant and nonpregnant employees, regardless of the protections afforded or not afforded to any particular employee under the Family Medical and Leave Act.

- 11. Within 10 days of entry of this Decree, defendant will adopt and maintain the procedures attached as Exhibit B for receipt and handling of requests for leave of absence from defendant's Field Sales Force, including field sales representatives and field sales managers (collectively "field sales employees").
- 12. Within 10 days of entry of this Decree, defendant will distribute by electronic mail a copy of the written policies and procedures set forth in Exhibits A and B to all of its field sales employees, and will distribute a copy of the written policies and procedures to all field sales employees hired thereafter within five days of the commencement of their employment.
- On or before <u>february 29</u>, 2008, defendant will adopt and maintain the procedures attached as Exhibit C for a central database to maintain records regarding requests for leave for any reason by field sales employees, defendant's action on such request, and defendant's decisions regarding leaves requested for pregnant employees compared with decisions regarding leaves requested for nonpregnant employees, in order to ensure that pregnant employees are not treated less favorably than non-pregnant employees. The database and records are to be maintained by Ms. Tristen Herrstrom, defendant's Chief Resource Officer.

 Within five (5) working days after defendant's written request by EEOC, defendant will produce the database and records to EEOC for inspection by EEOC.

D. <u>TRAINING</u>

14. Within three months of entry of this Decree, defendant will submit to EEOC for approval a copy of the on-line training program to be utilized for field sales employees and field sales managers. The on-line training will address the rights of employees and responsibilities of employees under federal anti-discrimination laws and how such laws define unlawful discrimination. The on-line training will include examples of unlawful pregnancy discrimination, including unlawful discrimination regarding granting leave to pregnant

employees, will also cover defendant's policies and procedures attached as Exhibits A and B. The on-line training for field sales manager will also discuss how defendant uses the database described in ¶13 above and Exhibit C. The on-line training will be developed and provided by an outside consultant. In addition to the actual on-line training program, defendant will submit to the EEOC for approval information on the qualifications regarding the outside consultant retained by defendant.

- 15. Within 10 days of receipt of written notification that the on-line training has been approved by the EEOC, defendant will provide the on-line training to its field sales employees and managers. Defendant will thereafter provide new field sales employees and managers with such training within 10 days of the date of hire or promotion. The on-line training must be repeated one year later for all field sales employees and managers for the duration of the Decree.
- 16. Within 10 days of the completion of each training session referenced in ¶¶14-15 above, defendant will provide EEOC sign-in sheets or similar documentation showing who attended the training(s), the job title of each such individual, and indicate the subject matter of the training and its beginning and ending time.

E. ADDITIONAL NOTICES AND POSTING

- 17. Within 10 days of entry of this Decree, defendant will post and maintain the EEOC poster in each of its facilities in conspicuous places where field sales employee notices are posted.
- 18. Within 10 days of entry of this Decree, defendant will post and maintain a remedial Notice pursuant to this Decree, a copy of which is attached as Exhibit D, printed on EEOC letterhead, in each of its facilities in conspicuous places where field sales employee notices are posted. It will also provide the Notice to all of its field sales employees by electronic

mail, in the same manner that it provided its written policies and procedures to its field sales employees referenced in ¶12 above.

19. Within 10 days of entry of this Decree, defendant will post and maintain a copy of its Anti-Discrimination Policy attached as Exhibit A, together with a copy of the procedures attached as Exhibit B for receipt and handling of requests for leave, in each of its facilities in conspicuous places where field sales employee notices are posted.

F. ADDITIONAL MONITORING BY EEOC

- 20. EEOC may monitor defendant's compliance with this Decree during the duration of this Decree. In addition to the monitoring provisions set forth elsewhere in this Decree, EEOC may monitor compliance during the duration of this Decree by inspection of defendant's premises, records, and interviews with field sales employees at reasonable times within five (5) working days after defendant's receipt of a written request by EEOC.
- EEOC regarding any complaints by field sales employees about discrimination on the basis of sex, including complaints of pregnancy discrimination, whether those complaints are made formally or informally or orally or in writing. If defendant receives a complaint in writing, defendant will furnish that written complaint as part of the report to EEOC. The reports, at a minimum, will contain the name(s) of the persons making the complaint, the name(s) of the person allegedly engaging in discriminatory conduct, a summary of the steps taken during the investigation, the results of the investigation, and any disciplinary action taken.
 - 22. All materials required by this Decree to be sent to EEOC will be addressed to:

Equal Employment Opportunity Commission New York District Office – Legal Unit Attention: Michael Ranis, Trial Attorney 33 Whitehall Street, 5th Floor New York, NY 10004-2112

A. **DURATION OF DECREE**

23, This Decree will remain in effect for two years from the date of entry. The court retains jurisdiction over this action during the duration of this Decree. The

matter may be administratively closed but will n	not be dismissed during the duration of
this Decree. Within 30 days after the date set for	or the expiration of this Decree, the parties
will submit a stipulation of dismissal with prejud	dice to the court.
SO ORDERED, ADJUDGED AND DECREE	ED on MARCH 17, 2008. MARYL. COOPER, U.S.D.J.
APPROVED IN FORM AND CONTENT:	
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	DEFENDANT VENTIV PHARMA SERVICES
ELIZABETH GROSSMAN Regional Attorney	PATRICK T. COLLINS NORRIS, McLAUGHLIN & MARCUS, PA P.O. Box 1018
JUDY KEENAN Supervisory Attorney MICHAEL B. RANIS (3757) Trial Attorney EQUAL EMPLOYMENT OPPORTUNITY	Somerville, New Jersey 08876 (908) 722-0700 Tristen Herrstrom, Chief Resource Officer VENTIV PHARMA SERVICES
COMMISSION New York District Office 33 Whitehall Street New York, NY 10004 (212) 336-3701	

DATED: 2/12/2008 DATED: 2-7-08

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LIST OF EXHIBITS TO CONSENT DECREE

Exhibit A: Anti-Discrimination Policy

Procedures on Receipt and Handling of Requests for Leave of Absence or Disability Period Procedures for Database Exhibit B:

Exhibit C: Remedial Notice by EEOC Exhibit D:



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Section: Selection and Placement Policy: HR 193 Title: Equal Employment Page 1 of 1

Responsibility: Human Resources - Affective Date: November 1, 2000

Scope: All Employees

Policy:

The Company is fully committed to the concept and practice of equal employment opportunity and affirmative action in all aspects of employment. Pursuant to this commitment, the Company practices personnel policies that are in complete accord with federal and state equal employment opportunity laws, forbidding any type of discrimination against its employees or job applicants. The Company does not discriminate with regard to race, religion, sex, pregnancy, age, national origin, disability, veteran status or sexual orientation.

The Company will grant all benefits, including but not limited to leaves of absence and/or sick leaves, and other terms and conditions of employment on a non-discriminatory basis to pregnant and non-pregnant employees.

The Company expects that each employee will respect every other employee. Derogatory comments about someone's background or harassment of any kind will not be tolerated.

It is the Company's policy that employment and employment opportunities should be based on an individual's qualifications and competence to perform the job, without regard to the individual's race, religion, sex, pregnancy, age, national origin, disability or veteran status or sexual orientation. This policy applies to all aspects of the employment relationship including hiring, termination, promotion, transfer, training, and wage and salary administration.



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Policy:

The Company understands the need for employees to be afforded time off for extended leave due to personal medical reasons, as well as for certain family situations. in Ventiv Commercial Services will comply with the Federal Family Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, and state regulations in our administration of these policies.

Time Off With Pay:

All accrued-paid time off must be used prior to being granted an unpaid leave. Vacation time is <u>NOT</u> accrued while an employee is on a disability, military, family, or any other leave of absence other than vacation, sick, holiday, floating holiday, paid bereavement and jury duty.

Employees who begin a leave of absence under the FMLA after completing one year of service are eligible for salary continuation. Salary continuation is paid at 30% of the salary the employee was earning at the time their leave began for personal medical leave or at 100% for family leave. The maximum duration of salary continuation will depend on the employee's length of service and cannot be exceeded in a 12-month period.

For example, an employee who has completed 3 ½ years of service and takes a personal medical leave followed by a family leave within a 12-month period will not exceed a total of 3 weeks salary continuation in that 12-month period.

Eligibility:

Unless otherwise required by State or local law, all employees who have been employed with inVentiv Commercial Services for at least 12 (twelve) months and worked a minimum of 1,250 hours are eligible for a leave of absence under FMLA.

Leaves will be granted for the following reasons:

- For a serious health condition that makes the employee unable to perform the essential functions of their job.
- To care for the employee's spouse, domestic partner, child or parent who has a serious health condition.

• To care for the employee's child after birth or placement for adoption or foster care.

Non-FMLA Leaves and Title VII:

Leaves may also be granted to non-FMLA leave eligible individuals on a discretionary basis, but where granted will be done on a non-discriminatory basis under Title VII to pregnant and non-pregnant employees.

Leave of Absence Summary

Type of Leave	Length of Service	Max Amount of Time Off Under FMLA	Amount of Time Off with Pay
Personal 0 M	0 Months – 1 Year	Not eligible for FMLA. Any leave period is discretionary based on management approval and business necessity.	1 week sick pay (inclusive of holidays) and short- term disability benefits or workers compensation, if eligible
	1-3 Years	12 Wecks (must meet FMLA eligibility guidelines). May differ depending on State regulations.	1 week sick pay (inclusive of holidays) followed by 2 weeks salary continuation at 30% (offset by short-term disability benefit or workers compensation)
	3-5 Years	12 Weeks (must meet FMLA eligibility guidelines). May differ depending on State regulations.	1 week sick pay (inclusive of holidays) followed by 3 weeks salary continuation at 30% (offset by short-term disability benefit or workers compensation)
	5+ Years	12 Weeks (must meet FMLA eligibility guidelines). May differ depending on State regulations.	1 week sick pay (inclusive of holidays) followed by 4 weeks salary continuation at 30% (offset by short-term disability benefit or workers compensation)

1 Year period is discreti-		Not eligible for FMLA. Any leave period is discretionary based on management approval and business necessity.	All accrued paid time off
1-3 Years 12 Weeks (must meet FMLA eligibility guidelines). May differ depending on State regulations. 3-5 Years 12 Weeks (must meet FMLA eligibility guidelines). May differ depending on State regulations. 5+ Years 12 Weeks (must meet FMLA eligibility guidelines). May differ depending on State regulations,	1-3 Years	eligibility guidelines). May differ	2 Weeks in addition to all accrued paid time off
	3 Weeks in addition to all accrued paid time off		
	5+ Years	eligibility guidelines). May differ	4 Weeks in addition to all accrued paid time off

Procedures For All Leaves:

Human Resources should be notified in writing for all requests of 5 or more consecutive days off with the exception of vacation time. Employees should give 30 days written notice or as much notice as possible for all types of leave.

Once the leave is requested in Ventiv Commercial Services will:

 Provide initial written notification to the employee as to whether the leave will be granted, and if so the duration of the leave and the specific date that the employee is expected to return to work.

Once the leave is granted in Ventiv Commercial Services will:

- Maintain the employee's health coverage under any "group health plan".
- Restore the employee to their original or equivalent position with equivalent pay, benefits and other employment terms if they return within the required FMLA established time frame.
- Require that any requests to modify the duration of an approved leave of absence be made by
 the employee in writing directed to Human Resources. The Company will then provide
 written notification to the employee of the Company's decision regarding the request to
 modify the duration of the approved leave of absence and if granted, it will provide further
 written modification of the specific date that the employee is expected to return to work.
- All employees will be provided written notification of the consequences for failing to return
 to work on the specified date provided by the Company. These consequences include but are
 not limited to disciplinary action, suspension, and potential discharge. No adverse action
 may be taken against any employee who has been placed on "to be determined" (TBD)
 status, unless the Company alters the TBD status by giving the employee written notification
 of a reasonable and specific deadline in which to return to work.

If the employee is unable to provide certification to continue their leave under FMLA or unwilling to return within the time frame established, the employee will be terminated and offered COBRA to continue group benefits.

Once the leave is granted all employees on a leave of absence have the responsibility to:

- Keep Human Resources informed of their status and anticipated return date.
- Continue to pay their portion of the premium costs for the duration of the leave.
- Use any accrued vacation time prior to taking an unpaid leave.
- Provide certification as requested at all times during the leave.
- Provide a return to work certification a minimum of two (2) days prior to returning.

NOTE:

If the employee (1) does not meet FMLA eligibility guidelines but is on personal medical leave, or (2) is FMLA eligible but cannot return to work after an FMLA leave for their own serious health condition has expired, the following will occur, provided that in both situations, the employee must submit appropriate documentation on the continuance of their disability.

- The employee will be placed on an in-active status.
- inVentiv Commercial Services will maintain the employee's health coverage under any "group health plan" for the first 26 weeks of the disability including FMLA eligible weeks.
- During that time of the disability the employee will continue to pay their portion of the premium costs.
- If the employee is unable to return to work after the 26th week of their disability, the employee will be terminated on the first day of the 27th week and offered COBRA to continue group benefits.
- Restoration of the employee to their original or equivalent position with equivalent pay, benefits, and other employment terms cannot be guaranteed.

Related Policies:

For additional information on related policies please refer to the corresponding policy number below:

- Domestic Partner Coverage Policy HR-603.
- Benefits Program Policy HR- 601.
- Workers Compensation Policy HR 602

Filed 03/18/2008

LOA Field Sales Force Database SOP

The Company understands the need for employees to be afforded time off for extended leave due to personal medical reasons, as well as for certain family situations. inVentiv Commercial Services will comply with the Federal Family Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, and state regulations in our administration of these policies. To ensure fair and equitable treatment of inVentiv Health employees who are out due to a leave of absence, Human Resources will track all leaves in a database that will include the following information:

- 1 Name of the employee
- 2 Reason for the leave
- 3 Type of leave requested
- 4 Date the request was made
- 5 Dates for which the leave is requested
- 6 Approval status and reason for approval, denial or modification of length of leave
- 7 Name of HR Manager who made the decision regarding approval/denial/modification of leave request, and date of each respective decision
- 8 Dates on which decision was communicated to the employee
- 9 The dates approved for leave
- 10 The dates actually taken by the employee for leave and the date that individual actually returned to work
- 11 Requests for modification of the leave

12 Decisions to change a person from TBD ("to be determined") leave status to a specified leave period

All records will be maintained regarding requests for leave, requests for modification of leave, and responses to such requests in a shared database.

HR Manager will query the database prior to approval/denial/modification of leave to determine if limiting a leave to a pregnant employee will result in a total leave period that is less than the leave taken in the past or projected to be allowed to non pregnant employees who are or have been granted leaves.

NOTICE TO EMPLOYEES OF inVENTIV PHARMA SERVICES

This Notice is posted as part of a Consent Decree between the U.S. Equal Employment Opportunity Commission (EEOC) and in Ventiv Pharma Services to settle a lawsuit brought by EEOC. in Ventiv denies the allegations of the lawsuit and does not admit that it violated any federal, state or local law. Federal law prohibits discrimination in employment benefits and conditions based on an employee's sex, including pregnancy status.

The terms of the Consent Decree require the following:

- inVentiv agrees to pay money damages to the person who filed the charge with EEOC;
- inVentiv acknowledges and will continue to ensure that it will not engage in any conduct which discriminates against any individual because of that individual's sex. Nor will it retaliate against claimants or any other individual because of participation in this matter in any way, or because of her or his assertion of rights under Title VII;
- 3. inVentiv agrees to revise and distribute its written policies and procedures prohibiting discrimination on the basis of sex and pregnancy, implement and distribute these written policies and procedures for receipt and handling of requests for leave of absence, and implement written procedures for a central database to maintain records regarding leave requests, in order to ensure that pregnant employees are not treated less favorably than non-pregnant employees;
- 4. inVentiv will provide training on federal laws prohibiting employment discrimination to all current and future field sales employees;
- 5. inVentiv will post the anti-discrimination and leave policies, this notice and the EEOC poster regarding federal laws prohibiting employment discrimination;
- inVentiv will provide periodic reports to EEOC regarding any complaints of sex or pregnancy discrimination and permit EEOC to monitor compliance with the Consent Decree.

The Consent Decree also states that there has been no finding by any Court on the merits of the allegations of the Complaint and inVentiv does not admit to any wrongdoing or liability.

If you have any questions or concerns that arise regarding your employment or any potential discrimination issues related to your employment, you may contact your Human Resources Manager.

If you have a complaint of discrimination or harassment you may contact:

U.S. Equal Employment Opportunity Commission New York District Office

33 Whitehall Street

New York, NY 10002

Phone: (800) 669-4000, TTY:(800) 669-6820

Website: www.eeoc.gov

_day of Feb SIGNED this

Chief Resource Officer, VENTIV PHARMA SERVICES.

THIS IS AN OFFICIAL NOTICE. IT MUST NOT BE ALTERED, DEFACED OR COVERED. IT MUST REMAIN POSTED FOR TWO YEARS UNTIL JANUARY 30, 2010.