

OFFICE OF FEDERAL CONTRACT COMPLIANCE)
PROGRAMS, UNITED STATES DEPARTMENT)
OF LABOR,)
)
Plaintiff,)
)
v.) Case No. 2010-OFC-00005
)
ASTRAZENECA LP and)
ASTRAZENECA PHARMACEUTICALS LP,)
)
Defendants.)
)

Pursuant to 41 C.F.R. § 60-30.13, plaintiff United States Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”), and defendants AstraZeneca LP and AstraZeneca Pharmaceuticals LP (together, “AstraZeneca”) have negotiated and executed this Consent Decree, including all attachments hereto. This Consent Decree constitutes a full and final resolution of this action and all issues arising from OFCCP’s compliance review of AstraZeneca’s former facility at 690 Lee Road, Wayne, Pennsylvania (“Philadelphia Business Center”).

The parties and the Administrative Law Judge agree that this Consent Decree is without

prejudice to OFCCP's right to investigate and redress violations of Executive Order 11246, if any, not arising out of or relating to the transactions and occurrences alleged in the Complaint, including OFCCP's right to institute future enforcement actions with respect to any such other matter. This paragraph shall not constitute a waiver by AstraZeneca of any defenses, legal or equitable, to any such future action. However, AstraZeneca agrees to continue to comply with Executive Order 11246, as amended ("Executive Order"), and its implementing regulations in the future as provided in Section D below.

I. Jurisdiction and Procedural History

1. The U.S. Department of Labor, Office of Administrative Law Judges, has jurisdiction in this matter pursuant to Sections 208 and 209 of the Executive Order and the regulations issued thereunder at 41 C.F.R. Chapter 60.
2. OFCCP initiated a compliance review of the Philadelphia Business Center in June 2002.
3. OFCCP issued a Notice to Show Cause on August 15, 2006, advising AstraZeneca of its finding that AstraZeneca failed to afford equal employment opportunity in compensation to females employed as Level III Pharmaceutical Sales Specialists ("PSSs") at the Philadelphia Business Center, as of July 1, 2002, in violation of 41 C.F.R. § 60-1.4(a). AstraZeneca denied the OFCCP's allegations.
4. The parties engaged in unsuccessful conciliation efforts before and after the Notice to Show Cause was issued, and the matter was referred to the Office of the Solicitor for administrative enforcement.
5. OFCCP filed an Administrative Complaint with the Office of Administrative Law Judges on May 4, 2010, an Amended Complaint on May 21, 2010 and a Second Amended

Complaint on March 11, 2011. AstraZeneca filed an Answer on June 3, 2010.

6. The parties, through their respective counsel, resumed conciliation efforts and have agreed to resolve this matter pursuant to the terms set forth herein.

II. General Provisions

7. This Consent Decree shall constitute the final Administrative Order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.

8. This Consent Decree constitutes full and final settlement and resolution of all issues and claims that were actually presented, or could have been presented, in the Complaint filed in this matter.

9. The record forming the basis on which this Consent Decree is entered shall consist of the Second Amended Administrative Complaint, this Consent Decree and the attachments hereto.

10. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge. The effective date of this Consent Decree ("Effective Date") shall be the date on which it is signed by the Administrative Law Judge.

11. The parties waive all further procedural steps to contest the binding effect of this Consent Decree.

12. The parties waive any right to challenge or contest the validity of the findings and Order entered into in accordance with the agreements contained in this Consent Decree.

13. This Consent Decree shall be binding on each of the parties and their respective successors and assigns.

14. Nothing herein is intended to relieve AstraZeneca from compliance with the

requirements of the Executive Order, or its implementing regulations, or to limit OFCCP's right under and in accordance with applicable regulations to review AstraZeneca's compliance with such requirements not arising out of or relating to the transactions or occurrences alleged in the Complaint. AstraZeneca's compliance with this Consent Decree shall constitute compliance with the Executive Order with respect to those issues that are within the scope of the Consent Decree.

15. AstraZeneca agrees that OFCCP may review compliance with Sections III (A) – (C) of this Consent Decree, and will provide OFCCP with all documents that are reasonably related to such a review. AstraZeneca also agrees that, upon reasonable advance notice, OFCCP representatives may come onsite to the AstraZeneca's facility at 1800 Concord Pike, Wilmington, Delaware, as is necessary to review such compliance.

16. AstraZeneca agrees that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding under the Executive Order.

17. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings, including, but not limited to, attorneys' fees which may be available under the Equal Access to Justice Act, as amended.

18. This Consent Decree does not constitute an admission by AstraZeneca of any violation of the Executive Order or its implementing regulations. AstraZeneca has entered into this Consent Decree for its convenience, and to avoid the costs, uncertainties and risks associated with litigation. This Consent Decree may not be used as evidence in any proceeding other than to enforce the terms of this Consent Decree.

III. Specific Provisions

19. The parties desire to enter into a just and reasonable resolution of this matter without further proceedings. To that end, they have negotiated in good faith and have executed this Consent Decree with the following specific provisions.

A. Notice to Class Members

20. For purposes of this Consent Decree only, the affected class members are 124 females who were employed full-time at the Philadelphia Business Center as Level III PSSs on July 1, 2002 ("Class Members"). The Class Members are identified on Attachment A hereto.

21. Within fifteen (15) days of the Effective Date, OFCCP will forward to AstraZeneca, via email and first-class mail, the most current addresses it has for the Class Members.

22. Using the addresses provided by OFCCP and any other information it has, within thirty (30) days of the date of receipt of the data to be provided pursuant to paragraph 21 hereof, AstraZeneca shall mail, postage prepaid, address correction requested, the Notice to Class Members attached hereto as Attachment B ("Notice"), the Address and Social Security Verification Form attached hereto as Attachment C ("Verification Form"), the Release of Claims Under Executive Order 11246 attached hereto as Attachment D ("Release"), and, if necessary, an Internal Revenue Service Form W-9 or other appropriate form needed to allow AstraZeneca to process any payments made pursuant to this Consent Decree (collectively, "Forms"), to the Class Members listed on Attachment A. Each Class Member (or her legal representative in the event that she is deceased) shall be given thirty (30) days from the postmark date of the Notice to respond by returning the completed Verification Form and the Release to AstraZeneca. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be

considered to have been submitted within the 30-day period.

23. Within fourteen (14) days of its receipt of the last completed Verification Form and Release submitted within the 30-day period, AstraZeneca shall provide OFCCP with the following:

a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to AstraZeneca within the 30-day period and the envelopes bearing a postmark date;

b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to AstraZeneca after expiration of the 30-day period and the envelopes bearing a postmark date; and

c. Via email, a list of any Class Members who did not respond at all to the Notice or whose Forms were returned to AstraZeneca as undeliverable, and their last known addresses and other last known contact information.

24. Upon receipt of the list of any Class Members who did not respond at all to the Notice or whose Forms were returned to AstraZeneca as undeliverable, OFCCP shall attempt to verify the current addresses of the Class Members identified on the list. Within thirty (30) days of its receipt of such list, OFCCP shall provide to AstraZeneca, via email, a list of those Class Members identified on AstraZeneca's list for whom OFCCP was able to verify current addresses.

25. Within fifteen (15) days of receiving OFCCP's list, AstraZeneca shall mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Forms, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or her legal representative in the event that she is deceased) shall be given thirty (30) days from the postmark date of the second Notice to respond by returning the completed Verification Form and

Release to AstraZeneca. Any response post-marked by the thirtieth day following the postmark date of the second Notice shall be considered to have been submitted within the 30-day period.

26. Upon receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, AstraZeneca shall compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the 30-day period in response to either the initial mailing of the Forms or the Second Mailing. Said list shall constitute the "Final List." AstraZeneca may choose to include on the Final List any Class Member who returned a completed Verification Form and Release after the 30-day period expired, but it is under no obligation to do so.

27. Within fifteen (15) days of its receipt of the last completed Forms submitted within the 30-day period in response to the Second Mailing, AstraZeneca shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.

28. If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify AstraZeneca in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide AstraZeneca the reasons why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List pursuant to paragraph 27.

29. Class Members who decline to sign the Verification Form or Release or who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to AstraZeneca after the 30-day period has expired shall not be entitled to any relief described herein unless AstraZeneca chooses to include their names on the Final List pursuant to paragraph 26 or if the parties agree to include their names on the Final List pursuant to paragraph 28 hereof.

B. Settlement Fund

30. In settlement of all claims for back pay, interest and other monetary relief to the affected class, AstraZeneca agrees to pay to the Class Members on the Final List the amount of \$250,000.00, plus any interest accrued thereon as provided in paragraph 31 hereof, in the manner and at the time described in paragraphs 33 and 34 hereof. The amount of \$250,000.00 plus interest represents the total negotiated amount of back pay, interest and other monetary relief due under this Consent Decree owed to the Class Members through the Effective Date.

31. For interest, as referenced in paragraph 30 hereof, AstraZeneca shall add \$937.50 to the \$250,000.00, which is equivalent to interest at a rate of .0075 per cent for a period of six (6) months. This total amount of \$250,937.50 shall constitute the "Settlement Fund."

32. Within the later of (i) thirty (30) days of its receipt of the Final List, as set forth in paragraph 27 hereof, or (ii) fifteen (15) days of the parties' agreement to add any Class Members to the Final list pursuant to paragraph 28 hereof, OFCCP shall submit to AstraZeneca, via email and/or overnight mail, a list showing the percentage proportion of the Settlement Fund that each Class Member on the Final List shall receive pursuant to this Consent Decree ("Proportionate Percentage").

33. Within thirty (30) days of its receipt from OFCCP of the list showing the

Proportionate Percentages, AstraZeneca shall –

a. determine the gross amount to be paid to each such Class Member by multiplying her Proportionate Percentage by the total amount of money that is in the Settlement Fund just prior to making the payments described in subparagraphs 33(c) and (d) hereof;

b. pay each such Class Member who is employed by AstraZeneca at that time the amount determined pursuant to subparagraph 33(a) in the manner in which the Class Member is normally paid her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth in paragraph 34 hereof; and

c. mail a check to all other Class Members on the Final List in the respective amounts determined pursuant to subparagraph 33(a), subject to all lawful deductions as set forth in paragraph 34 hereof.

At the time of such payments, AstraZeneca shall also notify OFCCP via email and first class mail that it has forwarded payments to the Class Members on the Final List and of the amounts paid to each such Class Member.

34. AstraZeneca shall make all legal deductions required by law (e.g., federal, state and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to each Class Member's Proportionate Percentage. At such time as AstraZeneca provides its employees with Form W-2s, AstraZeneca shall also mail a Form W-2 to each Class Member on the Final List who is not employed by AstraZeneca.

35. Within thirty (30) days of making the payments as set forth in paragraphs 33 and 34 hereof, AstraZeneca shall provide OFCCP with:

a. Payroll stubs or the equivalent verifying that it has paid Class Members on the Final List who are employed by AstraZeneca, pursuant to paragraph 33(a) hereof; and

b. copies of all cancelled checks from Class Members on the Final List who were mailed checks pursuant to paragraph 33(b) hereof that have been received by AstraZeneca as of such time.

AstraZeneca will provide OFCCP with all other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 180 days after the date of mailing checks to Class Members as set forth in paragraph 33 hereof.

36. OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to a Class Member to locate the specific Class Member and to inform AstraZeneca of a corrected address so that the check may be re-mailed. AstraZeneca will re-mail the check by certified mail within fifteen (15) calendar days of receiving from OFCCP the corrected address.

37. Any check sent to a Class Member which remains uncashed 180 days after the date on which the check was mailed to the Class Member or which is returned as undeliverable after the process described in paragraph 36 has been completed shall be void. Further:

a. Any amount of money remaining in the Settlement Fund due to any such uncashed or undeliverable checks ("Residual Amount") shall be shared equally among all Class Members on the Final List for whom payment was deposited or who cashed checks sent to them pursuant to paragraph 33 of this Consent Decree.

b. Payment of shares of any Residual Amount shall be made in the manner specific in paragraph 33(c) and (d) hereof.

c. AstraZeneca shall provide written verification of any Residual Amount that is in the Settlement Fund just prior to making the payments described in this paragraph, in the form of a bank statement or other similar document provided by the financial institution

holding the Settlement Fund.

38. OFCCP or AstraZeneca may petition the Administrative Law Judge to extend any of the above time periods for no more than thirty (30) days in order to permit a Class Member on the Final List to receive her Proportionate Percentage, where the interest of justice would be served by such extension and for good cause shown.

C. Statistical Analyses of Full-Time Level III PSSs

39. Within thirty (30) days of the Effective Date, AstraZeneca will conduct a statistical analysis as described in paragraphs 40-41 below (“Statistical Analysis”).

40. The Statistical Analysis will be a multiple regression analysis of the base pay of the individuals employed full-time as “primary care” and “specialty care” Level III PSSs on January 1, 2011 at AstraZeneca’s former Mid-Atlantic Region, and whose sales territories are in Pennsylvania, New Jersey, Delaware, Virginia, West Virginia, Maryland, District of Columbia, North Carolina, South Carolina, New York, Kentucky, Alabama, Indiana or Tennessee.

41. The Statistical Analysis will be conducted using the natural logarithm of annual base salary as the dependent variable and will include the following independent variables:

- a. Gender, using an indicator variable.
- b. Age, as a proxy for experience prior to employment with AstraZeneca or a legacy company, and age squared;
- c. The amount of time employed at AstraZeneca or a legacy company using the date of hire or re-hire for each employee, and the amount of such time squared;
- d. MRP (market reference point), using an indicator variable for either “specialty care” or “primary care.” AstraZeneca represents that “specialty care” Level III PSSs market products in more than one specialty area;

e. The most recent annual performance rating, which AstraZeneca will code for the purpose of this Consent Decree using indicator variables for each possible rating; and

f. Initial hire at any of the following four legacy companies, using an indicator variable: Astra USA, Astra Merck, Zeneca or AstraZeneca.

42. Within ten (10) days of completing the Statistical Analysis, AstraZeneca will provide OFCCP, via email and/or overnight mail, the database, output, computer programs and statistical log used or generated in the course of performing the Statistical Analysis.

43. If the t-statistic for the female variable resulting from the Statistical Analysis is -1.96 or more, AstraZeneca shall increase the annual salary of each full-time female Level III PSS included in the analysis by the percentage differential shown as the gender coefficient resulting from the Statistical Analysis ("Salary Adjustment") according to the following method:

a. Since the dependent variable is the natural logarithm of annual base salary, each regression coefficient may be interpreted as the approximate percentage effect on annual base salary (the dependent variable) of a unit change in the independent variable. Therefore, to determine the actual percentage differential ("p") by which the salaries of male employees exceed the salaries of female employees, AstraZeneca will compute $p = e^{\beta} - 1$ where β is the coefficient resulting from the Statistical Analysis;

b. To determine the Salary Adjustment to be made for each female Level III PSS, AstraZeneca shall divide the actual percentage differential relative to male salaries, as defined in paragraph 43(a), by the sum of 1 plus that same percentage differential, and multiply the female Level III PSS's salary by the resulting percentage differential. By way of example only, if the percentage differential relative to male salaries, as determined by the formula set forth in paragraph 43(a), is 2.5%, then the Salary Adjustment would be determined as follows:

$(2.5\% + (1 + (-0.025))) \times$ female Level III PSS's annual base salary.

44. AstraZeneca will provide OFCCP the calculation and amounts of any Salary Adjustments to be made pursuant to paragraph 43 hereof, via email and/or overnight mail, within ten (10) days of completing the Statistical Analysis.

45. If, after review of the information and/or documents provided by AstraZeneca pursuant to paragraphs 42 or 44 hereof, OFCCP disputes the method or results of the Statistical Analysis or any Salary Adjustment, it shall inform AstraZeneca of such dispute within fifteen (15) days of its receipt of such information and provide an explanation of its disagreement. The parties will make every effort and negotiate in good faith to resolve any disputes about the Statistical Analysis or any Salary Adjustments. The Statistical Analysis may be re-run if the parties so agree and agree on any changes that should be made to the Statistical Analysis. Any Salary Adjustments may be re-calculated if the parties so agree and agree on any changes that should be made to the calculation of the Salary Adjustments. The Statistical Analysis shall be re-run and/or the Salary Adjustments shall be recalculated pursuant to this paragraph no later than 35 days after OFCCP's receipt of the information and/or documents provided by AstraZeneca pursuant to paragraphs 42 and 44 hereof.

46. Any Salary Adjustments shall become effective no later than forty (40) days following AstraZeneca's completion of the Statistical Analysis pursuant to the later of paragraph 41 or paragraph 45.

D. Other Agreements

47. AstraZeneca agrees to prepare and update annually its Affirmative Action Plan and to keep all supporting documentation as required by the provisions of the Executive Order and its implementing regulations, for as long as it remains a federal government contractor

subject to those provisions.

48. AstraZeneca shall ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. Parts 60-1 and 60-3, for as long as it remains a federal government contractor subject to those requirements.

49. Once AstraZeneca has (i) satisfactorily made the payments set forth in paragraphs 33, 34 and, if applicable, 37 hereof, and (ii) conducted the Statistical Analysis, made any Salary Adjustments and otherwise complied with paragraphs 39 through 46 hereof, OFFCP will, within thirty (30) days, provide a letter to AstraZeneca stating that AstraZeneca is in compliance with the gender pay requirements of the Executive Order for the PSS IIIs at the Philadelphia Business Office facility as of January 1, 2011.

IV. Implementation and Enforcement of the Consent Decree

50. All correspondence, emails and other communications required by this Consent Decree shall be submitted to OFCCP at the following address:

Marlene Williams
Acting District Director
Philadelphia District Office
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Robert N .C. Nix Federal Bldg. & U.S. Post Office
9th and Market Streets, Room 311
Philadelphia, PA 19107-4228
Williams.Marlene@dol.gov
(215) 597-4121 (telephone)
(215) 597-9447 (facsimile)

OFCCP will notify AstraZeneca of any changes to the above contact information.

51. All correspondence, emails and other communications required by this Consent Decree shall be submitted to AstraZeneca at the following address:

Kymberly D.H. Hernandez
Senior Counsel
AstraZeneca Pharmaceuticals LP
Legal, FOP2
1800 Concord Pike
Wilmington, DE 19850-5437
(302) 885-9387
kymberly.hernandez@astrazeneca.com

AstraZeneca will notify OFCCP of any changes to the above contact information.

52. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Consent Decree in accordance with its terms. The Office of Administrative Law Judges shall retain jurisdiction of this case until thirty (30) days after AstraZeneca satisfies its obligations described herein.

53. AstraZeneca agrees that OFCCP may review compliance with Sections III (A) – (C) this Consent Decree. If at any time during the term of the Consent Decree, OFCCP believes that AstraZeneca has violated any portion of the Consent Decree, AstraZeneca will be promptly notified in writing at the address identified in paragraph 51. This notification will include a statement of the facts and circumstances relied upon by OFCCP in forming that belief. AstraZeneca will have fifteen (15) days in which to respond in writing to the allegations of violation, except in those circumstances where OFCCP alleges that such a delay would result in irreparable injury.

54. Enforcement proceedings for violation of this Consent Decree may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged), upon filing with the Office of Administrative Law Judges a motion for an order of enforcement and/or sanctions. The Administrative Law Judge may, if he or she deems it appropriate, schedule an

evidentiary hearing on the motion. The issues in a hearing on the motion shall relate solely to the issues of the factual and legal claims made in the motion.

55. If a motion for an order of enforcement or clarification is unopposed, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response within twenty (20) days of service of such motion.

56. Liability for violation of this Consent Decree may subject AstraZeneca, and its successors, assigns, divisions or subsidiaries to the sanctions set forth in the Executive Order and its implementing regulations and other appropriate relief.

WHEREFORE, the parties move that an Order be entered adopting the above Consent Decree as the final disposition of this matter.

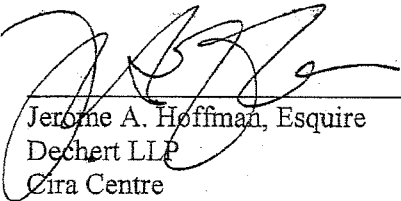
IT IS SO ORDERED, ADJUDGED AND CONSENT DECREED:

Dated: _____

Administrative Law Judge

AGREED AS TO FORM AND SUBSTANCE:

For AstraZeneca LP and AstraZeneca Pharmaceuticals LP:


Jerome A. Hoffman, Esquire
Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808

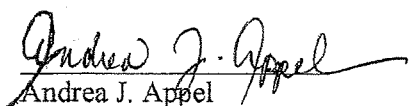
Dated: 6/1/11

For Office of Federal Contract Compliance Programs:

M. Patricia Smith
Solicitor of Labor

Catherine Oliver Murphy
Regional Solicitor

Richard T. Buchanan
Regional Counsel, Civil Rights


Andrea J. Appel
Senior Trial Attorney

U.S. DEPARTMENT OF LABOR

Attorneys for Plaintiff

Dated: 6/2/11

ATTACHMENT B

NOTICE TO CLASS MEMBERS

AstraZeneca LP and AstraZeneca Pharmaceuticals LP ("AstraZeneca") and the U. S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Consent Decree to resolve alleged disparities in compensation for female Level III Pharmaceutical Sales Specialist ("PSSs") employed at AstraZeneca's Philadelphia Business Center as of July 1, 2002. You have been identified as one of the individuals who held such a position at that time. By entering into the Consent Decree, AstraZeneca has not admitted, nor has there been any adjudicated finding, that AstraZeneca violated any laws when it compensated you as a Level III PSS at the Philadelphia Business Center. AstraZeneca has entered into this Consent Decree for its convenience and to resolve the matter without further legal proceeding.

As part of this Consent Decree, you are eligible to receive a monetary distribution representing a pro rata share of a negotiated amount of back pay and interest, subject to lawful payroll deductions. **In order to receive this distribution, you must execute the enclosed Address and Social Security Verification Form, as well as the Release of Claims Under Executive Order 11246, and return them within 30 days of your receipt of this Notice to:**

Joy Schauer, Paralegal
AstraZeneca Pharmaceuticals LP
Legal, FOP2
1800 Concord Pike
Wilmington, DE 19850

If you have any questions, you may call Marlene Williams, Acting District Director of OFCCP's Philadelphia District Office at (215) 597-4121. Your call will be returned as soon as possible.

Sincerely,

Kymberly D.H. Hernandez, Senior Counsel
AstraZeneca Legal Department

Enclosures: Address and Social Security Verification Form
Release of Claims Under Executive Order 11246

ATTACHMENT C

ADDRESS AND SOCIAL SECURITY VERIFICATION FORM

You must complete this form in order to receive the monetary distribution under the terms of the Consent Decree between AstraZeneca LP and AstraZeneca Pharmaceuticals LP ("AstraZeneca") and the U. S. Department of Labor's Office of Federal Contract Compliance Programs dated _____. Please print legibly, except for the signature.

Name: _____

_____ 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: _____

You must notify AstraZeneca at the address below if your address changes within the next twelve months.

Your Social Security Number is required for tax purposes. Please list in the space below:

_____ - _____ - _____

You must return this form within 30 days of your receipt of this form to:

Joy Schauer
AstraZeneca Legal Department
FOP2
AstraZeneca Pharmaceuticals LP
1800 Concord Pike
Wilmington, DE 19850

I certify the above statements are true and correct.

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

In consideration of the payment of a pro rata share of back pay and interest (less deductions required by law) to be made by AstraZeneca LP and AstraZeneca Pharmaceuticals LP ("AstraZeneca") to me, and also in consideration of the Consent Decree between AstraZeneca and the U.S. Department of Labor, Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), dated _____, I agree to the following:

I.

I hereby waive, release, and forever discharge AstraZeneca, its predecessors, related entities, subsidiaries, and organizations, partners, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, claims, causes of action, damages, or liabilities for claims concerning or arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my allegedly not being compensated in a gender-neutral manner while employed at AstraZeneca as a Level III Pharmaceutical Sales Specialist at any time prior to the date of my signature on this Release.

II.

I understand that if I am concerned about how the process described in this Release applies to me, I may contact OFCCP at the following address for assistance:

Marlene Williams
Acting District Director
OFCCP Philadelphia District Office
Robert N C Nix Federal Bldg. & U.S. Post Office
9th and Market Streets, Room 311
Philadelphia, PA 19107-4228
(215) 597-4121 (telephone)
(215) 597-9447 (facsimile)

III.

I understand that AstraZeneca denies that it treated me unlawfully or unfairly in any way, and that AstraZeneca entered into the above-referenced Consent Decree with OFCCP in the spirit of conciliation and to bring closure to the Compliance Review initiated by OFCCP in June 2002. I agree that the payment of the aforesaid sum by AstraZeneca to me is not to be construed as an admission of any liability by AstraZeneca. Any monetary payment received pursuant to the execution of this Release is not included in calculating eligible compensation under the AZ Incentive Plan (AZIP), AZ Savings & Security Plan, AZ Retirement Plan or the AZ Defined Benefit Pension Plan. Payments may not be deferred into the AstraZeneca Savings & Security

Plan or any other qualified or non-qualified plan and therefore are not eligible for Company Matching contributions.

IV.

I understand that this Release is a legal document, and 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. I further declare that I have decided of my own free will to sign this Release.

V.

I understand that if I do not sign this Release and return it to AstraZeneca within thirty (30) days of the date that the Notice to Class Members sent to me was post-marked, I will not be entitled to receive any share of back pay (less deductions required by law) from AstraZeneca.

Signature

Date