

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Cooper Health System
1 Cooper Plaza
Camden, NJ 08103-1461
OFCCP Case No. R00207919**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Cooper Health System's establishment located at 1 Cooper Plaza, Camden, NJ 08103-1461 ("Cooper"), beginning on June 19, 2018. On February 9, 2021, OFCCP issued a Pre-Determination Notice (PDN) in which it articulated preliminary findings of violations of Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its respective implementing regulations at 41 CFR Chapter 60. Cooper denies the PDN's preliminary findings. The parties agree there has been no adjudication of any of the PDN's preliminary findings, but desire to resolve this matter.

In the interest of resolving the preliminary findings of the PDN without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Cooper enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Cooper's fulfillment of all its obligations in this Agreement, OFCCP will not issue a Notice of Violation or institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the PDN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Cooper violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Cooper's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Cooper will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Cooper of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, ("Section 503"), the Vietnam Era Veterans Readjustment Assistance Act, ("VEVRAA"), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Cooper and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Cooper agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Cooper submits its final progress report required in Section VIII, below, unless OFCCP notifies Cooper in writing before the expiration date that Cooper has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Cooper has met all of its obligations under the Agreement.
11. If Cooper violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Cooper a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Cooper shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Cooper is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by the Cooper, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Cooper may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
- 12. This Agreement does not constitute an admission by Cooper of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Cooper violated any laws.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Alleged Discrimination Violation(s)

- 1. **ALLEGED VIOLATION 1:** Based on OFCCP’s review of Cooper’s hiring practices for the period of July 1, 2016 through December 31, 2017, it identified hiring disparities against females, Blacks, and Hispanics in Affirmative Action Plan (AAP) Job Group 901 - Nurse Associate PRN positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1).
- 2. **ALLEGED VIOLATION 2:** Based on OFCCP’s review of two years of data provided by Cooper, including employee compensation information as of July 1, 2016 and July 1, 2017, it identified pay disparities against females in Job Group 104-Supervisor; females in Job Group 202-Registered Nurses and females in Job Group 501-Clerical, in violation of 41 CFR §60-1.4(a)(1).

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within five (5) days after the Effective Date, Cooper will deposit a total of \$625,000 in an FDIC-insured interest-bearing account maintained by Cooper at the prevailing interest rate. By the deadline set forth in the Timeline, Cooper will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Cooper will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Cooper's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Cooper will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$514,463.62 in back pay and \$110,536.38 interest to resolve alleged violations the set forth above, as follows:
 - a. **Alleged Violation 1:** \$101,387.44 in back pay and \$19,104.52 in interest
 - b. **Alleged Violation 2:** \$413,076.18 in back pay and \$91,431.86 in interest

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Applicants/Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all eligible individuals (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified ("Eligible Class Members"). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Member based on the formula or other terms provided in this Agreement. All Eligible Applicants from Attachment A are entitled to their share of the monetary

settlement regardless of whether they are currently interested in employment with Cooper.

c. Individual Payment Amounts.

Each Eligible Class Member will receive an equal share of the Settlement Fund identified in Part IV.1 above, as determined by OFCCP.

- d. Payments to Eligible Class Members.** OFCCP will provide Cooper a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. Cooper, either directly or via a claims administrator working on its behalf, will issue checks or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Cooper, either directly or via a claims administrator working on its behalf, will make a second distribution in equal shares to all Eligible Class Members who cashed their first check. If any checks remain uncashed 180 days after the second distribution, Cooper will deposit the monies within sixty (60) days with the State of New Jersey Department of Treasury, Unclaimed Property Administration, or with the equivalent state agencies of the last known addresses for the Eligible Class Member, in accordance with any and all applicable laws and regulations. No portion of the settlement fund shall revert back, directly or indirectly, to Cooper or any affiliate.

- e. Tax Payments, Forms and Reporting.** Cooper will pay the Cooper's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. The back-pay portion of such payments shall be subject to contributions and deductions required by law (such as federal, state, and/or local taxes, Cooper's, and the Affected Employees' share of FICA and FUTA taxes). Cooper, either directly or via a claims administrator working on its behalf, shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Members either at the time of payment, or at the end of the year. No Eligible Class Members will be required to complete a W-4 or W-9 to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution,

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See 26 CFR 31.3402(f)(2)-1(a).*

remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. **OFCCP and Cooper's Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide eligible individuals a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice through multiple channels if appropriate and providing technical assistance to eligible individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Cooper and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Cooper agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Cooper, either directly or via a claims administrator working on its behalf, will distribute Notice Documents to eligible individuals identified in Attachment A and Attachment B consistent with the sample Notice Documents contained in Attachment D-1 and Attachment D-2. The Notice Documents may include a Notice, Release of Claims (unless Cooper elects to waive the release requirement), and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables eligible individuals to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Cooper, either directly or via a claims administrator working on its behalf, if proposed by either party.
- c. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Eligible Individuals.** OFCCP shall provide Cooper with complete contact information in its possession or its authority to obtain on the eligible individuals identified in Attachment A and Attachment B by the date set forth in the Timeline.

² The IRS issued its implementing regulations in January 2021. <https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

- e. **Distribution of Mail Notice to Eligible Individuals.** Cooper, either directly or via a claims administrator working on its behalf, will provide initial notice by regular first-class mail. Cooper, either directly or via a claims administrator working on its behalf, will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each eligible individual in Attachment A and Attachment B, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Cooper, either directly or via a claims administrator working on its behalf, will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to eligible individuals with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Cooper shall develop a reasonable plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of eligible individuals to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with eligible individuals about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any eligible individual to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from eligible individuals using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Cooper will provide OFCCP contact information to any eligible individual with questions or concerns.
- i. **Exchange of Information Regarding Eligible Individuals.** Cooper and OFCCP will timely exchange information regarding eligible individuals identified in Attachment A and Attachment B, including updated contact information and the results of any technical assistance provided.

- j. **Final List of Eligible Class Members.** The Final List will include all eligible individuals who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible individuals who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Cooper will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Cooper, either directly or via a claims administrator working on its behalf, will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Cooper will provide a similar documentation on the second distribution.
- l. **Cooper's Expenses.** Cooper will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the position listed in Attachment D-1, Cooper shall make bona fide job offers with retroactive seniority to Eligible Class Members who have expressed interest in employment, meet the basic minimum qualifications for the Nurse Associate PRN position, and are not currently employed in the job at issue by Cooper, until 4 female, 8 Black, and 2 Hispanic applicants are hired or the list of Eligible Class Members is exhausted, whichever comes first. Until that time, these Eligible Class Members will have priority over all other candidates for hire into the Nurse Associate PRN position. As vacancies occur in the Nurse Associate PRN position, Cooper shall contact the Eligible Class Members with a written job offer in the order in which they submitted their Information Verification and Employment Interest Form. Notwithstanding Cooper's commitment to fill vacancies with Eligible Class members, nothing in this Agreement creates an obligation to create new positions that Cooper does not otherwise have a business need to create.
- b. Once the list of Eligible Class Members is exhausted and if Cooper has not been able to hire 4 female, 8 Black, and 2 Hispanic applicants into the Nurse Associate PRN position, Cooper will make good faith efforts to recruit and hire well-qualified applicants for the Nurse Associate PRN position from the outreach and recruitment

sources listed in Attachment G as well as through the state workforce agency job bank or a local employment service delivery system ("ESDS") serving the location where the openings occur to reach a goal of at least 4 female, 8 Black, and 2 Hispanic applicants hired into the Nurse Associate PRN position, to the extent Cooper has that many positions to fill. Cooper may add additional sources to Attachment G but must notify OFCCP within thirty (30) days of each addition.

- c. The report-to-work date for individuals hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Cooper notice of good cause for their absence on or before that date. If good cause is provided, the individual must report to work within five (5) days of the original designated start date. Otherwise, Cooper may withdraw the job offer and shall be under no obligation to hire the individual under this Agreement.

Cooper agrees to pay individuals hired under this provision at least the current entry level wage based on the individuals' qualifications for the position and provide all regular and on-the-job training currently provided to employees in that position.

- d. **Reporting.** Cooper will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Member hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Recruitment and Selection Procedures.** Within thirty (30) days of the Effective Date of this Agreement, and unless Cooper has taken these steps since the time period at issue in the underlying compliance review (July 1, 2016 through December 31, 2017), Cooper will develop and implement a written recruitment and selection procedure for the Nurse Associate PRN position that will include the following elements:
 - a. Cooper has terminated its use of the Patient Services Career Battery (PSCB) test prepared by Development Dimensions International (DDI) and will continue to not employ the PSCB test or any other type of test as a step in the hiring process unless it has been validated in accordance with the Uniform Guidelines on Employee Selection Procedures guidelines.
 - b. Cooper will create and maintain a method of external recruitment that includes at a minimum informing the outreach and recruitment sources listed in Attachment G and the ESDS serving the location where the openings occur of any Nurse Associate PRN openings and providing individuals using these sources an opportunity to apply for the openings.
 - c. Cooper will designate a time period for individuals to submit applications for each opening in the Nurse Associate PRN position, which cannot be shorter than five (5)

days from the date the opening is posted. Cooper will not fill any position until after the application period closes.

- d. Cooper will create a job description and selection process for the Nurse Associate PRN position that describes the essential functions; the minimum qualifications, if any; and the criteria used in each step of the hiring process, including any application steps, screens, interviews, or other selection procedure.
 - e. Cooper will develop specific, job-related qualification standards for the Nurse Associate PRN position that reflect the duties, functions, and competencies of the positions.
 - f. Cooper will list clearly on its recruiting materials and job postings the minimum qualifications, if any.
 - g. Cooper will ensure all policies and qualification standards are uniformly applied to all applicants.
2. **Applicant Tracking.** Within thirty (30) days of the Effective Date of this Agreement, Cooper will implement procedures and an electronic applicant tracking system to ensure that all applicants are tracked, and decisions are documented at each step in the application and selection process. Cooper will identify each person and job title that is responsible for inputting information into the electronic applicant tracking system.
3. **Training.** Within sixty (60) days of the Effective Date of this Agreement and annually thereafter for two years, Cooper will train all individuals corporate-wide involved in any way in recruiting, selecting, and tracking applicants for the Nurse Associate PRN position on the written recruitment, requisition and selection policy developed pursuant to Part V.1 above and the applicant tracking system developed pursuant to Part V.2 above. To ensure compliance with Cooper's non-discrimination and equal employment obligations in all aspects of the hiring process, the training will include instruction in: (1) the proper implementation of the recruitment, tracking, and selection procedures; (2) neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; (3) the procedures to be used to document the decision made at each step in the hiring process; and (4) 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.
4. **Workplace Consultant.** Cooper will retain a third-party consultant ("Consultant"), whom OFCCP already has approved in writing, with experience applicable to the industry for the purpose of:
- a. Evaluating Cooper's policies, procedures and practices relating to recruitment and hiring for the Nurse Associate PRN position for neutral job recruitment, selection, and placement.

- b. Developing policies that provide greater transparency and ensure equal access to opportunities for all eligible and willing applicants and employees regardless of sex, race, ethnicity, or national origin with regard to the Nurse Associate Position.
 - c. Enhancing Cooper's methods of external recruitment, including developing additional outreach and recruitment resources, to help ensure equal access to job opportunities.
 - d. Developing workplace specific training for Cooper that addresses and enhances its affirmative action and equal employment opportunity compliance in Cooper's recruitment and hiring process.
5. Cooper will retain the Consultant within sixty (60) days of the Effective Date of this Agreement. The Consultant will have the relevant educational background and substantial experience in developing and implementing job-related and neutral employee recruitment and hiring practices.
6. Within one hundred twenty (120) days of the Effective Date of this Agreement, the Consultant will submit to Cooper and OFCCP a proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of the Cooper's practices and write a report containing the Consultant's findings and recommendations.
7. Within five (5) days of the Consultant completing the written report, Cooper will provide a copy of the Consultant's report to OFCCP and will consider in good faith all comments about the Consultant's recommendations made by OFCCP. If Cooper, in good faith, deems the Consultant's recommendations or comments by OFCCP to be incompatible with a material business goal or objective, Cooper will discuss alternative action with OFCCP and the parties will engage in good faith efforts to reach agreement on alternative actions for implementation. Cooper will implement the recommendations in the Consultant's report, along with any modifications made pursuant to OFCCP's comments and subject to reaching agreement on mutually acceptable alternatives (if any) as soon as practicable, but no later than one hundred twenty (120) days from receiving the report.
8. Within sixty (60) days of implementing any recommendations from the Consultant's report, Cooper will train all individuals involved in any way in recruiting, selecting, and tracking applicants for the Nurse Associate PRN position on any revisions to its recruitment, requisition and selection processes or policies. Within ten (10) days of completing the training, Cooper will confirm to OFCCP that the training was completed.
9. **Self-monitoring/Auditing:** On an annual basis for two years, Cooper will monitor the recruiting and selection process for the Nurse Associate PRN position for any indication of adverse impact based on race/ethnicity or gender.

If adverse impact is identified in the total selection process, Cooper will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Cooper will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures that do not result in adverse impact.

VII. Alleged Technical Violations and Remedies

1. **ALLEGED VIOLATION:** Based on OFCCP's review of Cooper's hiring practices, OFCCP identified an alleged technical violation of 41 CFR §60-2.17(b), during the period July 1, 2016 through June 19, 2018, on the basis that Cooper failed to properly perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b).

REMEDY: Cooper will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Cooper will evaluate compensation systems and its applicant and hiring practices to determine whether and where impediments to equal opportunity exist, including analyzing all impediments that result in gender-based and race-based disparities.

2. **ALLEGED VIOLATION:** Based on OFCCP's review of Cooper's hiring practices, OFCCP identified an alleged technical violation of 41 CFR 60-2.17(d), during the period July 1, 2016 through June 19, 2018, on the basis that Cooper failed to properly implement an auditing system that periodically measures the effectiveness of its total affirmative action program.

REMEDY: Cooper will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Cooper's internal audit and reporting system will include the following:

- Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out.
 - Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained.
 - Review report results with all levels of management.
 - Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
3. **ALLEGED VIOLATION:** Based on OFCCP's review of Cooper's hiring practices, OFCCP identified an alleged technical violation of 41 CFR 60-3.4C, during the period July 1, 2016 through December 31, 2017, on the basis that Cooper failed to properly evaluate all components of the selection process for which a disparity exists.

REMEDY: Cooper will evaluate all components of the selection process for which a disparity exists as required by 41 CFR 60-3.4C.

4. **ALLEGED VIOLATION:** Based on OFCCP's review of Cooper's hiring practices, OFCCP identified an alleged technical violation of 41 CFR 60-1.12(a), 41 CFR 60-300.80 and 741.80(a), during the period July 1, 2016 through December 31, 2017, on the basis that Cooper failed to properly keep and preserve complete and accurate personnel and employment records.

REMEDY: Cooper will preserve all Nurse Associate PRN personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all employment applications, pre-screen forms, interview questionnaires and interview notes for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Cooper agrees to retain all records relevant to the alleged violations cited in Parts III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Cooper will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Cooper Reports.** Cooper will submit the below specified reports to:

U.S. Department of Labor, OFCCP
Joanne Karayiannidis, District Director
New Jersey District Office
200 Sheffield St. Room 102
Mountainside, NJ 07092
E-mail: (b) (6), (b) (7)(C) @dol.gov

Cooper and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Cooper provides in accordance with this agreement are customarily kept private or closely held, and Cooper believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Cooper will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent by law.

- a. Within ninety (90) days of the Effective Date of this Agreement, Cooper will submit a copy of the written recruitment, requisition, and selection policy developed pursuant to Part VI.1 of this Agreement.

- b. Within ninety (90) days of the Effective Date of this Agreement, pursuant to Part VI.2, Cooper will certify to OFCCP that it has implemented procedures and an electronic applicant tracking system to ensure that all applicants are tracked, and decisions are documented at each step in the application and selection process.
- c. Within ninety (90) days of the Effective Date of this Agreement, pursuant to Part VI.3 of this Agreement, Cooper will submit documentation that all individuals involved in any way in recruiting, selecting, and tracking the Nurse Associate PRN position have received training on the written recruitment, requisition, and selection policy and the applicant tracking system. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
- d. **Schedule and Instructions for Annual Progress Reports.** Cooper will submit 2 annual reports ("Progress Reports"). The first Progress Report will be due on July 31, 2023. Each will be due on July 31st of that year. For example, the first report is due on July 31, 2023 will cover applicant and hiring activity data from July 1, 2022 through June 30, 2023. Cooper will submit the following in each Progress Report:
 - i. The total number of applicants, job offers, and hires and the breakdown by gender, race and ethnic group of applicants, job offers, and hires for the Nurse Associate PRN position during the reporting period. The documentation must include whether the applicant was screened, interviewed, disposition, date of offer (if applicable), date of hire (if applicable), reason for non-selection (if applicable), applicant's reason for rejection of offer (if applicable and known), and recruitment source.
 - ii. Cooper's self-analysis of its recruitment and selection process for adverse impact, pursuant to Part VI.1 of this Agreement, for the Nurse Associate PRN positions.
 - iii. If pursuant to Cooper's self-analysis under Part VI.1 of this agreement, adverse impact is identified in the total selection process, Cooper will submit its adverse impact analysis of its total selection process as well as its adverse impact analysis into each individual component of its selection process. Cooper will submit an explanation of all actions taken by Cooper upon determining that any component of the selection process has an adverse impact, including, but not limited to, submitting its validation study of each such component in accordance with the Uniform Guidelines on Employee Selection Procedures, if applicable, or explaining any change Cooper implemented in its selection procedures that do not result in adverse impact.
 - iv. Documentation of any pay adjustments made pursuant to Cooper's compensation analyses under Part VIII.2.g.
- e. **Reports on Job Offers.** In each Progress Report, Cooper will report on all job offers and hires made to date pursuant to the Agreement until all of the Nurse Associate PRN

job opportunities as identified in Part V.1 for the reviewed establishment are filled or the list of Eligible Applicants expressing interest in the positions is exhausted. This includes:

- i. Documentation of all job offers made to Eligible Class Members, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
 - ii. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Cooper determined they did not successfully complete the application process.
 - iii. Documentation of Eligible Class Members who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Class Members still on the list.
 - v. Documentation of the start dates for Eligible Class Members who were hired.
 - vi. If Cooper has not filled all of the Nurse Associate PRN positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Cooper fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 9 and 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- f. **Affirmative Action Programs.** Cooper will submit its current year AAP for E.O. 11246 with each Progress Report.
- g. **Reports on Pay Adjustments.** Within 120 days of the Effective Date of this Agreement, Cooper will conduct compensation analyses for the job positions in Job Group 104 — Supervisors, Job Group 202 —Registered Nurses, and Job Group 501— Clerical with each Progress Report. Cooper will repeat this analysis at least once a year for the duration of this Agreement. In each Progress Report, Cooper will report on all pay adjustments made pursuant to the Agreement as well as the date of the adjustment. Documentation will also include the names of individuals offered higher paying work as a result of the compensation analyses (if any), the start date for the higher paid position, and the rate of pay.

- i. The compensation analyses described in this Part will include multiple regression studies, where feasible, of similarly situated employees pay analysis grouping (PAGs) so that meaningful compensation analyses can be performed, accounting for relevant pay variables that are independent of pay as defined under Title VII of the Civil Rights Act of 1964. The regression studies, or other analyses where appropriate, will be based on legitimate non-discriminatory factors relevant to compensation as reasonably determined in good faith by Cooper.
 - ii. If the analyses described in this Part reveal patterns of statistically significant results that are adverse to covered employees, Cooper will investigate those identified disparities further to determine whether there are non-discriminatory factors not included in the analyses that in Cooper's reasonable good faith determination otherwise explain the adverse results. Cooper will document the results of all such investigations and analyses.
 - iii. If on completion of the further investigation described in this Part, Cooper is unable to otherwise explain with non-discriminatory factors the adverse results revealed by the analyses described in this Part, Cooper will take reasonable remedial steps, including but not limited to adjustments to compensation.
 - iv. For each Progress Report that is part of this Agreement, Cooper will provide documentation describing all salary adjustments resulting from these compensation analyses. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender, race and ethnicity of each individual receiving an adjustment.
- h. **Reports on Modifications to Personnel Practices.** In each Progress Report Cooper will report on all modifications to its recruitment and selection procedures made since providing its last Progress Report. If Cooper has not modified its recruitment and selection procedures since providing its last Progress Report, a statement to that effect is sufficient.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Cooper's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Cooper in writing within sixty (60) days of the date of the final progress report that Cooper has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Cooper within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Cooper has met all of its obligations under the Agreement.

IX. SIGNATURES

The person signing this Agreement on behalf of Cooper personally warrants that he or she is fully authorized to do so, that Cooper has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Cooper.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cooper Health System of Camden, New Jersey.

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

Anthony Mazzarelli, MD JD MBE
Co-President/CEO
The Cooper Health System
Camden, NJ 08103-1461

DATE: 11/17/2022

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

Diana Sen
Regional Director
OFCCP - Northeast

DATE: 11/21/2022

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

Joanne Karayiannidis
District Director
New Jersey District Office
OFCCP – Northeast Region

DATE: 11/18/2022

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

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

DATE: 11/18/2022

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

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

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

DATE: 11/18/2022

Attachments:

- A. List of Affected Individuals for Hiring
- B. List of Affected Individuals for Compensation
- C. Timeline
- D. Notice Documents
- E. Information Verification Forms
- F. Release of Claims Form
- G. Required Recruitment Sources

ATTACHMENT A

List of Female, Black, and Hispanic Affected Individuals

#	Last Name	First Name	#	Last Name	First Name
1.	(b) (6), (b) (7)(C)		33.	(b) (6), (b) (7)(C)	
2.			34.		
3.			35.		
4.			36.		
5.			37.		
6.			38.		
7.			39.		
8.			40.		
9.			41.		
10.			42.		
11.			43.		
12.			44.		
13.			45.		
14.			46.		
15.			47.		
16.			48.		
17.			49.		
18.			50.		
19.			51.		
20.			52.		
21.			53.		
22.			54.		
23.			55.		
24.			56.		
25.			57.		
26.			58.		
27.			59.		
28.			60.		
29.			61.		
30.			62.		
31.			63.		
32.			64.		

ATTACHMENT B

List of Female Affected Individuals in PAG 104 – Supervisors

#	Candidate Id.	Full Name	#	Candidate Id.	Full Name
1.	(b) (6), (b) (7)(C)		29.	(b) (6), (b) (7)(C)	
2.			30.		
3.			31.		
4.			32.		
5.			33.		
6.			34.		
7.			35.		
8.			36.		
9.			37.		
10.			38.		
11.			39.		
1			40.		
13.			41.		
14.			42.		
15.			43.		
16.			44.		
17.			45.		
18.			46.		
19.			47.		
20.			48.		
21.			49.		
22.			50.		
23.			51.		
24.			52.		
25.			53.		
26.			54.		
27.			55.		
28.			56.		

List of Female Affected Individuals in PAG 202 – Registered Nurses

#	Candidate Id.	Full Name	#	Candidate Id.	Full Name
1.	(b) (6), (b) (7)(C)		37.	(b) (6), (b) (7)(C)	
2.			38.		
3.			39.		
4.			40.		
5.			41.		
6.			42.		
7.			43.		
8.			44.		
9.			45.		
10.			46.		
11.			47.		
12.			48.		
13.			49.		
14.			50.		
15.			51.		
16.			52.		
17.			53.		
18.			54.		
19.			55.		
20.			56.		
21.			57.		
22.			58.		
23.			59.		
24.			60.		
25.			61.		
26.			62.		
27.			63.		
28.			64.		
29.			65.		
30.			66.		
31.			67.		
32.			68.		
33.			69.		
34.			70.		
35.			71.		
36.			72.		

List of Female Affected Individuals in PAG 501 – Clerical

#	Candidate Id.	Full Name	#	Candidate Id.	Full Name
1.	(b) (6), (b) (7)(C)		37.	(b) (6), (b) (7)(C)	
2.			38.		
3.			39.		
4.			40.		
5.			41.		
6.			42.		
7.			43.		
8.			44.		
9.			45.		
10.			46.		
11.			47.		
12.			48.		
13.			49.		
14.			50.		
15.			51.		
16.			52.		
17.			53.		
18.			54.		
19.			55.		
20.			56.		
21.			57.		
22.			58.		
23.			59.		
24.			60.		
25.			61.		
26.			62.		
27.			63.		
28.			64.		
29.			65.		
30.			66.		
31.			67.		
32.			68.		
33.			69.		
34.			70.		
35.			71.		
36.			72.		

List of Female Affected Individuals in PAG 501 – Clerical (Continued)

#	Candidate Id.	Full Name	#	Candidate Id.	Full Name
73.	(b) (6), (b) (7)(C)		109.	(b) (6), (b) (7)(C)	
74.			110.		
75.			111.		
76.			112.		
77.			113.		
78.			114.		
79.			115.		
80.			116.		
81.			117.		
82.			118.		
83.			119.		
84.			120.		
85.			121.		
86.			122.		
87.			123.		
88.			124.		
89.			125.		
90.			126.		
91.			127.		
92.			128.		
93.			129.		
94.			130.		
95.			131.		
96.			132.		
97.			133.		
98.			134.		
99.			135.		
100.			136.		
101.			137.		
102.			138.		
103.			139.		
104.			140.		
105.			141.		
106.			142.		
107.			143.		
108.			144.		

List of Female Affected Individuals in PAG 501 – Clerical (Continued)

#	Candidate Id.	First Name	#	Candidate Id.	First Name
145.	(b) (6), (b) (7)(C)		181.	(b) (6), (b) (7)(C)	
146.			182.		
147.			183.		
148.			184.		
149.			185.		
150.			186.		
151.			187.		
152.			188.		
153.			189.		
154.			190.		
155.			191.		
156.			192.		
157.			193.		
158.			194.		
159.			195.		
160.			196.		
161.			197.		
162.			198.		
163.			199.		
164.			200.		
165.			201.		
166.			202.		
167.			203.		
168.			204.		
169.			205.		
170.			206.		
171.			207.		
172.			208.		
173.					
174.					
175.					
176.					
177.					
178.					
179.					
180.					

Attachment C

Timeline

ACTIVITY	DATE
Cooper Establishes Settlement Fund Account	11/26/2022 (5 days from Effective Date)
Cooper Provides Documentation of Establishment of Settlement Fund, including the Name and Address of the FDIC-insured Banking Institution, the Account Number for the Settlement Fund, the Date of Deposit, the Deposit Amount, and Bank Records showing the Deposit Amount	12/11/2022 (20 Days from Effective Date)
Cooper mails First Notice Documents	12/21/2022 (30 Days from Effective Date)
Postmark Deadline for Affected Individuals to Reply to First Notice Documents	1/20/2023 (60 Days from Effective Date)
Cooper Notifies OFCCP of Undeliverable Mailings and Affected Individuals who have Not Responded to the Notice Documents	2/19/2023 (90 Days from Effective Date)
OFCCP Provides Cooper with Updated Addresses for Affected Individuals	3/11/2023 (110 Days from Effective Date)
Cooper mails Second Notice Documents	3/31/2023 (130 Days from Effective Date)
Postmark Deadline for Affected Individuals to Reply to Second Notice Documents	4/30/2023 (160 Days from Effective Date)
Cooper Provides OFCCP a List of its Determination of Eligible Class Members and Copies of any Incomplete and/or Unacceptable Forms	5/10/2023 (170 Days from Effective Date)
OFCCP Reviews and Approves Final List and Determination Amounts	6/9/2023 (200 Days from Effective Date)
Cooper Mails Backpay Checks	6/19/2023 (210 Days from Effective Date)
Cooper Notifies OFCCP with notification of disbursement of monetary settlement	Within 15 Days of Receipt of Undeliverable Notice
OFCCP Provides Updated Addresses	Within 15 Days of Receipt of Undeliverable Notice
Cooper Mails Backpay to New Addresses	Within 21 Days of OFCCP Providing Updated Addresses

Distribution of Remaining Funds to Eligible Class Members who cashed their First Check	Within 20 Days of Last Check from the First Backpay Distribution Becoming Void
Cooper Deposits Uncashed Funds from Second Distribution with the State of New Jersey Department of Treasury, Unclaimed Property Administration, or with the Equivalent State Agencies of the Last Known Addresses for the Eligible Employees	Between 180 and 240 Days after the Second Distribution of Remaining Uncashed Funds
Cooper will Provide OFCCP with Copies of Cancelled Checks or Electronic Documentation of all Payments to Eligible Employees	200 Days from Distribution of Remaining Funds

ATTACHMENT D-1

NOTICE TO AFFECTED CLASS FOR HIRING

Dear [name]:

[Affected Individual Name]
[Affected Individual Address]

Dear [Affected Individual Name]:

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Cooper Health System's establishment located at 1 Cooper Plaza, Camden, NJ 08103-1461 ("Cooper"), beginning on June 19, 2018. On February 9, 2021, OFCCP issued a Pre-Determination Notice in which it articulated preliminary findings of violations of Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its respective implementing regulations at 41 CFR Chapter 60. Based on OFCCP's review of Cooper's hiring practices during the period of July 1, 2016 through December 31, 2017 (Review Period), OFCCP identified hiring disparities against female, Black, and Hispanic applicants for Nurse Associate PRN positions. Cooper denies the PDN's preliminary findings. The parties agree there has been no adjudication of any of the PDN's preliminary findings but desire to resolve this matter without resorting to further legal proceedings. You have been identified as a potentially affected individual during who was not hired by Cooper during the Review Period.

As part of the Agreement, you may be eligible to receive a distribution of at least \$[minimum equal distribution amount] less lawful payroll deductions. Under the terms of the Agreement, it may take up to eight (8) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification and Release of Claims Form. This form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]

[Position]

[Cooper Address]

[This section may identify a claims administrator working on behalf of Cooper]

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

In addition to the monetary distribution, Cooper will be making job offers for Nurse Associate PRN positions to a limited number of individuals receiving this notification, provided they meet the basic minimum qualifications for the job. It is not certain that you will receive a job offer. If you are interested in employment with Cooper, please check the appropriate box on the enclosed

Information Verification and Employment Interest Form. Those receiving this notice will be considered for positions in the order that Cooper receives the Information Verification and Employment Interest Form. expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [insert name] at Cooper at [insert phone number], OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO COOPER BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Cooper Name]

Enclosures

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT D-2

NOTICE TO AFFECTED CLASS FOR COMPENSATION

Dear *[name]*:

[Affected Individual Name]
[Affected Individual Address]

Dear [Affected Individual Name]:

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Cooper Health System's establishment located at 1 Cooper Plaza, Camden, NJ 08103-1461 ("Cooper"), beginning on June 19, 2018. On February 9, 2021, OFCCP issued a Pre-Determination Notice in which it articulated preliminary findings of violations of Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its respective implementing regulations at 41 CFR Chapter 60. Based on OFCCP's review of two years of data provided by Cooper, including employee compensation information as of July 1, 2016 and July 1, 2017, OFCCP identified pay disparities against females in certain positions, including yours, when compared to males with the same job at the same location. Cooper denies the PDN's preliminary findings. The parties agree there has been no adjudication of any of the PDN's preliminary findings but desire to resolve this matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in one of the following job groups: Supervisors, Registered Nurses, or Clerical. Under the Agreement, you may be eligible to receive a payment [minimum equal distribution amount] (less deductions required by law). Under the terms of the Agreement, it may take up to eight (8) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification and Release of Claims forms. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

*[Name]
[Position]
[Cooper Address]*

[This section may identify a claims administrator working on behalf of Cooper]

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

If you have any questions you may call [insert name] at Cooper at [insert phone number], OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO [COOPER] BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Cooper Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT E - 1

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between Cooper Health System and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify Cooper at the address below if your address, email address or phone number changes within the next twelve (12) months.

[Name]
[Address]

Please indicate below whether you are currently interested in employment in a Nurse Associate PRN position with Cooper. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am interested in employment with Cooper as a Nurse Associate PRN

☐ No, I am not currently interested in employment with Cooper as a Nurse Associate PRN

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT E - 2

INFORMATION VERIFICATION

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between Cooper Health System and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify Cooper at the address below if your address, email address or phone number changes within the next twelve (12) months.

[Name]
[Address]

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT F

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Cooper Health System (Cooper) paying you money, you agree that you will not file any lawsuit against Cooper for allegedly violating Executive Order 11246, as amended, in connection with its hiring for Nurse Associate PRN positions [or its compensation on the basis of female Supervisors, Registered Nurses, and Clerical. It also says that Cooper does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment by the Cooper to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Cooper, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my compensation as a Nurse Associate PRN [or Supervisor, Registered Nurse, or Clerical] on the basis of my gender and/or race at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Cooper through the Effective Date of this Release.

II.

I understand that Cooper denies that it treated me unlawfully or unfairly in any way and that Cooper entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 19, 2018. I further agree that the payment of the aforesaid sum by Cooper to me is not to be construed as an admission of any liability by Cooper.

III.

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

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Cooper.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature

ATTACHMENT G

Required Recruitment Sources

Organization Name	Address	Website	Point of Contact	E-mail Address	Phone Number
ASI Career Institute	5360 Black Horse Pike Rt 42, Turnersville, NJ 08012	http://www.ASICareerInstitute.com	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Workplace Diversity	3799 U.S. Route 46, Parsippany, NJ 07054	http://www.workplacediversity.com	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Rutgers Camden: Office of Military & Veterans Affairs	326 Penn Street, 3 rd Floor, Camden, NJ 08102	https://veterans.camden.rutgers.edu	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Rutgers Camden: Career Office	326 Penn Street, 3 rd Floor, Camden, NJ 08102	https://careercenter.camden.rutgers.edu/aboutcareercenter	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Rutgers Camden: Office of Disability Services	300 4 th Street Camden, NJ 08102	https://ods.rutgers.edu	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Camden Community College	200 N. Broadway, Camden, NJ 08102	https://www.camdencc.edu/student_life/student-services/career-services/	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

Organization Name	Address	Website	Point of Contact	E-mail Address	Phone Number
Workforce NJ One Stop Career Center	26 Yard Avenue, 1 st Floor, Station Plaza 4, Trenton, NJ 08625	http://www.wnjp.in State.nj.us	(b) (6), (b) (7)(C)	N/A	(b) (6), (b) (7)(C)
Norwescap, Inc.	350 Marshall Street, Phillipsburg, NJ 08865	http://www.norwescap.org	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Vocational Rehabilitation Services – Camden County	101 Woodcrest Road, Suite 127, Cherry Hill, NJ 08003-3620	https://www.nj.gov/labor/career-services/individuals-with-disabilities/	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Bureau of Vocational Rehabilitation	801 Market St., Ste. 6034, Philadelphia, PA 19002	http://www.dli.state.pa.us	(b) (6), (b) (7)(C)	N/A	(b) (6), (b) (7)(C)
HireAbility	Camden County College – P.O. Box 200, Blackwood, NJ 08012	https://www.jevshumanservices.org/	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Puerto Rican Unity for Progress	818 Broadway Street, Camden, NJ 08103	https://www.prupnj.org/contact	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

Organization Name	Address	Website	Point of Contact	E-mail Address	Phone Number
Advancing Opportunities	610 Beverly Rancocas Rd., Willingboro, NJ 08046	http://advopps.org/emp_services	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)