

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

THE JOHNS HOPKINS WILMER EYE INSTITUTE
600 N. Wolfe Street
Baltimore, MD 21287

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Johns Hopkins Wilmer Eye Institute’s (“Wilmer”) facility located at 600 N. Wolfe Street, Baltimore, Maryland, and found that Wilmer was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Wilmer of the specific violations found and the corrective actions required in a Notice of Violation issued on August 21, 2017. Wilmer believes that it was and is in compliance with the laws and regulations above. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Wilmer enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Wilmer's fulfillment of all obligations in Parts III and IV of this Agreement,¹ OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Wilmer violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Wilmer agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Wilmer will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Wilmer understands that nothing in this Agreement relieves Wilmer of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973,

¹ Wilmer is an administrative unit of the Johns Hopkins University; University resources may be utilized to comply with the terms of this Agreement.

as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

4. Wilmer promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Wilmer submits the final progress report required in Part IV, below, unless OFCCP notifies Wilmer in writing prior to the expiration date that Wilmer has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Wilmer has met all of its obligations under the Agreement.
10. If Wilmer violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Wilmer violated any term of the Agreement while it was in effect, OFCCP will send Wilmer a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Wilmer will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Wilmer is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Wilmer may be subject to the sanctions set forth in Section 209 of the Executive Order and other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION**: At least as of January 1, 2014, the OFCCP found that Wilmer discriminated against African-American applicants on the basis of their race in hiring for Patient Access Specialist positions. Specifically, Wilmer's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through June 30, 2015 resulted in a statistically significant difference in the rates at which whites and African-Americans were hired into Patient Access Specialist positions during this period. This is a violation of 41 C.F.R. § 60-1.4(a)(1).

REMEDY: Wilmer will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Patient Access Specialist positions are made in a non-discriminatory manner. In the interest of resolving the specific violation without engaging in further legal proceedings, and for the purpose of this Agreement, Wilmer agrees to take the following actions:

A. **Notice**: Within 15 calendar days of the Effective Date of this Agreement, Wilmer must notify the African-American applicants shown on Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. Wilmer will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Wilmer will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Wilmer within 15 days of receiving the list from Wilmer. Wilmer agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

B. **Eligibility**: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form ("Eligible Patient Access Specialist Class

Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Wilmer within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Wilmer will provide OFCCP with a list of the Eligible Patient Access Specialist Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Patient Access Specialist Class Members or discuss with Wilmer any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Patient Access Specialist Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Wilmer.

- C. Monetary Settlement: Wilmer agrees to distribute \$119,000 (\$112,660.13 in back pay and \$6,339.87 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Patient Access Specialist Class Members’ share of FICA taxes), in equal shares among all Eligible Patient Access Specialist Class Members on the final approved list. Wilmer will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Patient Access Specialist Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed at the end of the year. Wilmer will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Patient Access Specialist Class Members.

Within 12 calendar days of Wilmer’s receipt of a check to an Eligible Patient Access Specialist Class Member returned as undeliverable, Wilmer will notify OFCCP of this fact via email sent to Tom Wells, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Patient Access Specialist Class Member, and if OFCCP obtains an alternate address, Wilmer will re-mail the check within 12 business days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Patient Access Specialist Class Member will be void. Further,

- 1) If there is any amount of money remaining from the settlement monies due to uncashed or undeliverable checks (“Residual Amount”), OFCCP and Wilmer will cooperate in good faith to facilitate the distribution of the remaining funds and they shall be distributed through a pro rata distribution to the Class Members.
- 2) Payment of shares of any Residual Amount shall be made in the manner specified in C. above.

- 3) If the total amount of uncashed funds or undeliverable checks would result in a payment of less than \$30.00 to each Eligible Class Member who cashes the first disbursement check, Wilmer will use those uncashed funds to provide training in equal employment opportunity to its personnel at the Wilmer establishment, in addition to the training required under part E.4 below.

D. Employment: As positions become available, Wilmer will consider qualified Eligible Patient Access Specialist Class Members not currently employed by Wilmer who express interest in employment with Wilmer until two Eligible Patient Access Specialist Class Members are hired as Patient Access Specialists or the list of such Eligible Patient Access Specialist Class Members expressing interest in employment is exhausted, whichever comes first. Those offered employment must pass the background check (including criminal check, education and employment verification). Any employment offer made to an Eligible Patient Access Specialist Class Member by Wilmer will be sent by certified mail, return receipt requested.

Eligible Patient Access Specialist Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Wilmer and successfully completing a post-offer, pre-employment health screen. The Eligible Patient Access Specialist Class Members hired into Patient Access Specialist positions pursuant to this agreement must be paid the current wage rate for the Patient Access Specialist position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Patient Access Specialist employees. In addition, all Eligible Patient Access Specialist Class Members hired must have retroactive seniority using the date that the original requisition was filled as the hire date for any decisions regarding job elimination/reduction in force.

E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: Wilmer agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Wilmer will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
- 2) Review and Revision Required: Wilmer will revise, in writing, the practices, policies, and procedures it uses to select applicants for Patient Access Specialist positions (“Revised Hiring Process”). Specifically, Wilmer will:
 - a) create a job description and selection process for Patient Access Specialists which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

- b) develop specific, job-related qualification standards for Patient Access Specialists that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Wilmer will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Wilmer will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Wilmer will train all individuals involved in any way in recruiting, selecting and tracking applicants for Patient Access Specialist positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance 41 C.F.R. § 60-1.12(a) and Part 60-3. Wilmer will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that African-American applicants who benefit from the provisions of this agreement, are not retaliated against.
- 5) Employment Opportunities: In order to reduce barriers to equal employment opportunity and make its Patient Access Specialist position more open to underrepresented groups, including African-American applicants, Wilmer will continue its programs to provide job-training and opportunities. Wilmer will enlist the assistance and support of Year Up or other similar organization to offer training opportunities for potential African-American applicants.

Wilmer will also continue to utilize programs such as the HopkinsLocal program to increase employment opportunities for African-Americans. During the period of the Conciliation Agreement decisions regarding the particular organizations/programs utilized for this obligation will be based on the effectiveness of each to provide qualified applicants. Wilmer will consider factors such as the number of qualified minority applicants, and the success of applicants in the hiring process.

2. **VIOLATION**: At least as of January 1, 2014, the OFCCP found that Wilmer discriminated against African-American applicants on the basis of their race in hiring for Ophthalmic Technician Assistant positions. Specifically, Wilmer's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2014 through June 30,

2015 resulted in a statistically significant difference in the rates at which whites and African-Americans were hired into Ophthalmic Technician Assistant positions during this period. This is a violation of 41 C.F.R. § 60-1.4(a)(1).

REMEDY: Wilmer will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Ophthalmic Technician Assistant positions are made in a non-discriminatory manner. In the interest of resolving the specific violation without engaging in further legal proceedings, and for the purpose of this Agreement, Wilmer agrees to take the following actions:

- A. Notice: Within 15 calendar days of the Effective Date of this Agreement, Wilmer must notify the African-American applicants shown on Attachment B of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. Wilmer will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Wilmer will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Wilmer within 15 days of receiving the list from Wilmer. Wilmer agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.
- B. Eligibility: All members of the affected class (listed on Attachment B) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Ophthalmic Technician Assistant Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Wilmer within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Wilmer will provide OFCCP with a list of the Eligible Ophthalmic Technician Assistant Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Ophthalmic Technician Assistant Class Members or discuss with Wilmer any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Ophthalmic Technician Assistant Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Wilmer.

- C. Monetary Settlement: Wilmer agrees to distribute \$56,000 (\$52,707.95 in back pay and \$3,292.05 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Ophthalmic Technician Assistant Class Members' share of FICA taxes), in equal shares among all Eligible Ophthalmic Technician Assistant Class Members on the final approved list. Wilmer will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Ophthalmic Technician Assistant Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and will mail an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed at the end of the year. Wilmer will disburse the monetary settlement within 15 business days after OFCCP approves the final list of Eligible Ophthalmic Technician Assistant Class Members.

Within ten business days of Wilmer's receipt of a check to an Eligible Ophthalmic Technician Assistant Class Member returned as undeliverable, Wilmer will notify OFCCP of this fact via email sent to Tom Wells, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Ophthalmic Technician Assistant Class Member, and if OFCCP obtains an alternate address, Wilmer will re-mail the check within ten business days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Ophthalmic Technician Assistant Class Member will be void. Further,

- 1) If there is any amount of money remaining from the settlement monies due to uncashed or undeliverable checks ("Residual Amount"), OFCCP and Wilmer will cooperate in good faith to facilitate the distribution of the remaining funds and they shall be distributed through a pro rata distribution to the Class Members.
 - 2) Payment of shares of any Residual Amount shall be made in the manner specified in C. above.
 - 3) If the total amount of uncashed funds or undeliverable checks would result in a payment of less than \$30.00 to each Eligible Class Member who cashes the first disbursement check, Wilmer will use those uncashed funds to provide training in equal employment opportunity to its personnel at the Wilmer establishment, in addition to the training required under part E.4 below.
- D. Employment: As positions become available, Wilmer will consider qualified Eligible Ophthalmic Technician Assistant Class Members not currently employed by Wilmer who express interest in employment with Wilmer until two Eligible Ophthalmic Technician Assistant Class Members are hired as Ophthalmic Technician Assistants or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever comes first. Those offered employment must pass the background check and (including criminal check, education and employment verification). Any employment offer made to an Eligible Ophthalmic Technician Assistant Class Member by Wilmer will be sent by certified mail, return receipt requested.

Eligible Ophthalmic Technician Assistant Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Wilmer and after completing a post-offer, pre-employment health screen. The Eligible Ophthalmic Technician Assistant Class Members hired into Ophthalmic Technician Assistant positions pursuant to this agreement must be paid the current wage rate for the Ophthalmic Technician Assistant position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Ophthalmic Technician Assistant employees. In addition, all Eligible Ophthalmic Technician Assistant Class Members hired must have retroactive seniority using the date that the original requisition was filled as the hire date for any decisions regarding job elimination/reduction in force.

E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: Wilmer agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Wilmer will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
- 2) Review and Revision Required: Wilmer will revise, in writing, the practices, policies, and procedures it uses to select applicants for Ophthalmic Technician Assistant positions (“Revised Hiring Process”). Specifically, Wilmer will:
 - a) create a job description and selection process for Ophthalmic Technician Assistants which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) develop specific, job-related qualification standards for Ophthalmic Technician Assistant that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Wilmer will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Wilmer will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Wilmer will train all individuals involved in any way in recruiting, selecting and tracking applicants for Ophthalmic Technician Assistant positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance 41 C.F.R. § 60-1.12(a) and Part 60-3. Wilmer will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that African-American applicants who benefit from the provisions of this agreement, are not retaliated against.
- 5) Employment Opportunities: In order to reduce barriers to equal employment opportunity and make its Ophthalmic Technician Assistant position more open to underrepresented groups, including African-American applicants, Wilmer will continue to promote opportunities by partnering with Howard County Community College and/or other entities. Wilmer will continue to enlist the assistance and support of Howard County Community College or other similar organization to offer training opportunities for African-American applicants.

Wilmer will also continue to utilize the HopkinsLocal program to increase employment opportunities for African-Americans. During the period of the Conciliation Agreement decisions regarding the particular organizations/programs utilized for this obligation will be based on the effectiveness of each to provide qualified applicants. Wilmer will consider factors such as the number of qualified minority applicants, and the success of applicants in the hiring process.

3. **VIOLATION**: Wilmer failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurred later, as required by 41 C.F.R. § 60-1.12. Specifically, for at least the review period of January 1, 2014 through June 30, 2015, Wilmer failed to preserve all copies of records pertaining to the selection process, including job applications, resumes, screening notes, and interview notes for all applicants to Associate Professor, Assistant Professor, and Research Associate faculty positions. Additionally, Wilmer failed to maintain accurate records for the Patient Access Specialist and Ophthalmic Technician Assistant positions.

REMEDY: Wilmer agrees to preserve records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. The documentation to be preserved must include the selection process, applicant and hire data by race, ethnicity and gender, job applications, resumes, any screening notes, interview notes/questionnaires, interview sheets, and any employment tests for all job groups. Additionally, Wilmer will write and implement procedures to ensure that applicants are tracked and decisions are accurately documented at each step of the process.

4. **VIOLATION**: Wilmer failed to maintain and have available for inspection records or other information for its Patient Access Specialist and Ophthalmic Technician Assistant positions that would disclose the impact which its test or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. § 60-3.4.

REMEDY: Wilmer will have available for inspection, records or other information for its Patient Access Specialist and Ophthalmic Technician Assistant positions that will disclose the impact that its tests and selection procedures have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP). Wilmer will retain all information received and generated as a result of the processing of all Patient Access Specialist and Ophthalmic Technician Assistant applicants.

Wilmer will also retain all information received and generated as a result of processing applicants for its Patient Access Specialist and Ophthalmic Technician Assistant positions through Wilmer's selection system. All information received and developed as a result of processing these applications through Wilmer's selection system will be captured and retained on the applicant flow and hire log. The applicant flow and hire log will be used to conduct impact ratio analyses on Wilmer's selection process. In addition, Wilmer agrees to ensure its selection criteria are applied uniformly and hiring decisions are made in a non-discriminatory manner. Wilmer also agrees to monitor and ensure all stages of the selection procedures are in compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP).

5. **VIOLATION**: Wilmer failed to properly develop and implement an internal audit and reporting system to measure the effectiveness of the total affirmative action program, as required by 41 C.F.R. § 60-2.17(d) and 60-3.15. Specifically, during at least the period of January 1, 2014 through June 30, 2015, Wilmer failed to properly design and implement an internal audit and reporting system to monitor all aspects of its personnel activity.

REMEDY: Wilmer will develop and implement an effective internal audit and reporting system to periodically measure the effectiveness of the total affirmative action program by conducting adverse impact analyses on applicant to hire activity data at least semi-annually, and will take appropriate action to remedy any issues identified. Additionally, Wilmer will monitor records of all applicants and hiring activity at all levels will review report results with all levels of management, to advise top management of program effectiveness, and submit recommendations to improve unsatisfactory performance.

6. **VIOLATION**: During the period of January 1, 2014 through June 30, 2015, Wilmer failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred, in violation of 41 C.F.R. § 60-300.5(a)2-6.

REMEDY: Effective immediately, Wilmer will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Wilmer, as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Wilmer will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 C.F.R. § 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Wilmer will provide updated information simultaneously with its next job listing.

PART IV. REPORTS REQUIRED

Wilmer must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Tom G. Wells, District Director
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201

Wilmer must submit three progress reports covering the period this Agreement is in effect. The first progress report will be due on or before January 15, 2019, and must cover the period from September 1, 2018 through December 31, 2018. Wilmer will submit the following in the first progress report.

1. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to Violations 1 and 2 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Wilmer must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Member who were hired as Patient Access Specialist and Ophthalmic Technician Assistants in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Wilmer will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. Documentation that good faith efforts have been made in developing and implementing programs by partnering with organizations such as Year Up and Howard County Community College for recruitment into the Patient Access Specialist and Ophthalmic Technician Assistant positions, respectively. Wilmer will also document if it continues to partner with

the HopkinsLocal initiative when recruiting for both positions. Wilmer will provide evidence of contact with and responses from these sources, along with a report on the number of applicants referred and the number of applicants hired, broken out by job title and race;

5. Information on hiring activity for the Associate Professor, Assistant Professor, and Research Associate faculty positions during the reporting period, including an applicant flow and hire log to include applicant name, gender, race and ethnicity, referral source, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection (if applicable); Information on hiring activity for the Patient Access Specialist and Ophthalmic Technician Assistant positions during the reporting period, including an applicant flow and hire log to include applicant name, gender, race and ethnicity, referral source, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any African-American applicants (if applicable);
6. Evidence that Wilmer has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3;
7. The results of the impact ratio analysis for the Patient Access Specialist and Ophthalmic Technician Assistant job titles and, specifically, a copy of Wilmer's adverse impact calculations for race conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Wilmer will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
8. Documentation demonstrating that Wilmer developed and implemented an auditing system to measure the effectiveness of its total Affirmative Action Program (AAP); and
9. Documentation showing that Wilmer has listed all employment openings during the reporting period with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur.

The second report will be due on or before January 15, 2020, and must cover the twelve-month period from January 1, 2019 through December 31, 2019. The third progress report will be due on or before January 15, 2021, and must cover the twelve-month period from January 1, 2020 through December 31, 2020. Wilmer will submit the following in each subsequent progress report.

1. Documentation that good faith efforts have been made in developing and implementing programs by partnering with organizations such as Year Up and Howard County Community College for recruitment into the Patient Access Specialist and Ophthalmic Technician Assistant positions, respectively. Wilmer will also document if it continues to partner with the HopkinsLocal initiative when recruiting for both positions. Wilmer will provide evidence of contact with and responses from these three sources, along with a report on the

number of applicants referred and the number of applicants hired, broken out by job title, gender, and race;

2. Information on hiring activity for the Associate Professor, Assistant Professor, and Research Associate faculty positions during the reporting period, including an applicant flow and hire log to include applicant name, gender, race and ethnicity, referral source, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection (if applicable);
3. Information on hiring activity for the Patient Access Specialist and Ophthalmic Technician Assistant positions during the reporting period, including an applicant flow and hire log to include applicant name, gender, race and ethnicity, referral source, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any African-American applicants (if applicable);
4. Evidence that Wilmer has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3;
5. The results of the impact ratio analysis for the Patient Access Specialist and Ophthalmic Technician Assistant job titles and, specifically, a copy of Wilmer's adverse impact calculations for race conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Wilmer will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
6. Documentation demonstrating that Wilmer developed and implemented an auditing system to measure the effectiveness of its total Affirmative Action Program (AAP); and
7. Documentation showing that Wilmer has listed all employment openings during the reporting period with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur.

Wilmer will retain all records and data pertinent to the violations resolved by this Agreement and used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and The Johns Hopkins Wilmer Eye Institute, 600 N. Wolfe Street, Baltimore, Maryland, 21287.

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

HEIDI CONWAY
Vice President of Human Resources
The Johns Hopkins University

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: September 25, 2018

Date: September 27, 2018

**ATTACHMENT A
PATIENT ACCESS SPECIALIST CLASS MEMBERS**

No.	Name	No.	Name	No.	Name
1	(b) (6), (b) (7)(C)	41	(b) (6), (b) (7)(C)	81	(b) (6), (b) (7)(C)
2		42		82	
3		43		83	
4		44		84	
5		45		85	
6		46		86	
7		47		87	
8		48		88	
9		49		89	
10		50		90	
11		51		91	
12		52		92	
13		53		93	
14		54		94	
15		55		95	
16		56		96	
17		57		97	
18		58		98	
19		59		99	
20		60		100	
21		61		101	
22		62		102	
23		63		103	
24		64		104	
25		65		105	
26		66		106	
27		67		107	
28		68		108	
29		69		109	
30		70		110	
31		71		111	
32		72		112	
33		73		113	
34		74		114	
35		75		115	
36		76		116	
37		77		117	
38		78		118	
39		79		119	
40		80	(b) (6), (b) (7)(C)	120	

No.	Name	No.	Name	No.	Name
121	(b) (6), (b) (7)(C)	166	(b) (6), (b) (7)(C)	211	(b) (6), (b) (7)(C)
122		167		212	
123		168		213	
124		169		214	
125		170		215	
126		171		216	
127		172		217	
128		173		218	
129		174		219	
130		175		220	
131		176		221	
132		177		222	
133		178		223	
134		179		224	
135		180		225	
136		181		226	
137		182		227	
138		183		228	
139		184		229	
140		185		230	
141		186		231	
142		187		232	
143		188		233	
144		189		234	
145		190		235	
146		191		236	
147		192		237	
148		193		238	
149		194		239	
150		195		240	
151		196		241	
152		197		242	
153		198			
154		199			
155		200			
156		201			
157		202			
158		203			
159		204			
160		205			
161		206			
162		207			
163		208			
164		209			
165		210			

ATTACHMENT B
OPHTHALMIC TECHNICIAN ASSISTANT CLASS MEMBERS

No.	Name	No.	Name
1	(b) (6), (b) (7)(C)	28	(b) (6), (b) (7)(C)
2		29	
3		30	
4		31	
5		32	
6		33	
7		34	
8		35	
9		36	
10		37	
11		38	
12		39	
13		40	
14		41	
15		42	
16		43	
17		44	
18		45	
19		46	
20			
21			
22			
23			
24			
25			
26			
27			

You may be eligible to get money and a job because of a legal settlement between Wilmer Eye Institute and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Johns Hopkins School of Medicine's Wilmer Eye Institute that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Wilmer Eye Institute.

ARE YOU AFFECTED?

African-American applicants who applied and were not hired for Patient Access Specialist positions at Wilmer Eye Institute between January 1, 2014, and June 30, 2015, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Wilmer Eye Institute's hiring practices during January 1, 2014, and June 30, 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Wilmer Eye Institute discriminated against African-American groups in hiring for Patient Access Specialist positions during January 1, 2014, and June 30, 2015. Wilmer Eye Institute denies those claims. Ultimately, OFCCP and Wilmer Eye Institute have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Wilmer Eye Institute agreed to pay affected African-American applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

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

- (i) **You may be eligible to receive a payment of at least \$468.50** (before taxes). This amount represents your share of back wages and other payments Wilmer Eye Institute

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

- (2) **You may be eligible for a job offer.** Wilmer Eye Institute will be making job offers for Patient Access Specialist positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Wilmer Eye Institute, please express your interest on the enclosed Claim Form.

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

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or Suzanne W. Decker, Attorney with Miles & Stockbridge.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Wilmer Eye Institute.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form by December 1, 2018. Send your completed and signed forms along with the enclosed W-4 and W-9 forms to:

Suzanne W. Decker, Esq.
Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202-1036
Phone: (410) 385-3417
SDecker@milesstockbridge.com

The forms must be postmarked or delivered by December 1, 2018.

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

If you fail to return both of the required forms by the deadline, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(C) You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

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

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

DEADLINE TO RESPOND IS DECEMBER 1, 2018

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

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before December 1, 2018, to:

Suzanne W. Decker, Esq.
Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202-1036
Phone: (410) 385-3417
SDecker@milesstockbridge.com

If you do not submit a completed Claim Form and Release Form on or before December 1, 2018, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use, as well as blank W-4 and W-9 forms.

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

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

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Address: _____

Please provide your social security number _____

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

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

**Suzanne W. Decker, Esq.
Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202-1036
Phone: (410) 385-3417
SDecker@milesstockbridge.com**

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

- Yes, I am still interested in Patient Access Specialist positions with Wilmer Eye Institute.
- No, I am not currently interested in Patient Access Specialist positions with Wilmer Eye Institute.
- I am currently employed by Wilmer Eye Institute.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Johns Hopkins University School of Medicine's Wilmer Eye Institute ("Wilmer Eye Institute") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Wilmer Eye Institute for allegedly violating Executive Order 11246 in connection with failure to hire African-American applicants for Patient Access Specialist positions. It also says that Wilmer Eye Institute does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$468.50 (less deductions required by law) and/or a potential job offer for a Patient Access Specialist position by Wilmer Eye Institute to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Wilmer Eye Institute, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to failure to hire African-American applicants for Patient Access Specialist positions during the period of January 1, 2014, through June 30, 2015.

II.

I understand that Wilmer Eye Institute denies that it treated me unlawfully or unfairly in any way and that Wilmer Eye Institute entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Wilmer Eye Institute initiated on July 22, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Wilmer Eye Institute to me is not to be construed as an admission of any liability by Wilmer Eye Institute.

III.

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

I understand that if I do not sign this Release and return it to Suzanne W. Decker, Attorney with Miles & Stockbridge, such that it is received by December 1, 2018, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Patient Access Specialist position.

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

Signature: _____

Date: _____

Printed Name: _____

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As a result, Wilmer Eye Institute agreed to pay affected African-American back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

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

- (1) **You may be eligible to receive a payment of at least \$1,056.60** (before taxes). This amount represents your share of back wages and other payments Wilmer Eye Institute

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

- (2) **You may be eligible for a job offer.** Wilmer Eye Institute will be making job offers for Ophthalmic Technician Assistant positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Wilmer Eye Institute, please express your interest on the enclosed Claim Form.

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

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Address: _____

Please provide your social security number _____

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

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

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100 Light Street
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Phone: (410) 385-3417
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Signature

Date

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In consideration of the payment of at least \$1,056.60 (less deductions required by law) and/or a potential job offer for an Ophthalmic Technician Assistant position by Wilmer Eye Institute to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to failure to hire African-American applicants for Ophthalmic Technician Assistant positions during the period of January 1, 2014, through June 30, 2015.

II.

I understand that Wilmer Eye Institute denies that it treated me unlawfully or unfairly in any way and that Wilmer Eye Institute entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Wilmer Eye Institute initiated on July 22, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Wilmer Eye Institute to me is not to be construed as an admission of any liability by Wilmer Eye Institute.

III.

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

I understand that if I do not sign this Release and return it to Suzanne W. Decker, Attorney with Miles & Stockbridge, such that it is received by December 1, 2018, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for an Ophthalmic Technician Assistant position.

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

Signature: _____ Date: _____

Printed Name: _____