

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Cordis Corporation

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a corporate management compliance evaluation of Cordis Corporation, ("Cordis") a Cardinal Health Establishment, located at 14201 NW 60th Ave, Miami Lakes, FL 33014, on August 22, 2013, and found that prior to Cardinal Health acquiring Cordis it was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Section(s) 60-1 and 60-2. OFCCP notified Cordis of the specific violations found and the corrective actions required in a Notice of Violations issued on June 16, 2017.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Cordis enter into this Conciliation Agreement ("Agreement") and agree to all the terms stated below. The attachments to this Agreement are deemed incorporated into this Conciliation Agreement.

II. GENERAL TERMS AND CONDITIONS

- A. In exchange for Cordis' fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself if Cordis violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review Cordis' compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises with advanced notice, interview witnesses, and examine and copy documents. Cordis 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.
- C. Nothing in this Agreement relieves Cordis of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.
- D. Cordis 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.

- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all terms binding the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
- G. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (the "Effective Date").
- I. This Agreement will expire sixty (60) days after Cordis submits the final report required in Part IV, below, unless OFCCP notifies Cordis in writing prior to the expiration date that Cordis has failed to fulfill all of its obligations under the Agreement.
- J. If Cordis violates this Agreement:
 - 1. 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Cordis a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Cordis shall have 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 Cordis 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.
 - 2. Cordis may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. § 60-741.66 (2014), or 41 C.F.R. § 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
- K. This agreement does not constitute an admission by Cordis of any violation of Executive Order 11246, Section 503 or VEVRRA, or other laws and there has not been adjudication on the merits regarding any such violation.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof

of any underlying violations resolved by this Agreement.

- M. The parties understand and agree that nothing in this Agreement is binding on any governmental departments or agencies other than the United States Department of Labor.
- N. Each party shall bear its own fees and expenses with respect to this matter.
- O. 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, will 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.
- P. 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: SPECIFIC VIOLATIONS AND REMEDIES

COMPENSATION DISCRIMINATION

- A. **VIOLATION:** OFCCP asserts that prior to Cardinal Health acquiring Cordis, Cordis discriminated against certain women employed in Professional/Management and Research & Development (PM-RD) and in Administrative Assistant/Coordinator, Other Non-Exempt, and Production/Operator (AD-NE-OP) positions by paying them less than similarly situated males which is in violation of 41 CFR 60-1.4(a)(1). This occurred since at least December 31, 2011.

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows that at least since December 31, 2011, Cordis has paid female employees less per year than male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

- B. **VIOLATION:** Prior to Cardinal Health acquiring Cordis, Cordis failed to meet its obligations pursuant to 41 CFR 60-1.32, which prohibits intimidation and interference. Specifically prior to Cardinal Health acquiring Cordis, OFCCP's efforts to interview non-management employees were substantially limited due to interference by Cordis' representatives during the onsite portion of the evaluation from June 3 - 4, 2015. Specifically, Cordis' representatives limited access to employees, and discouraged Cordis' non-management employees from exercising their right to participate in confidential interviews without a Cordis representative present.

- C. **VIOLATION:** Prior to Cardinal Health acquiring Cordis, Cordis failed to develop and execute action-oriented programs designed to correct problem areas identified, and to attain established goals and objectives as required 41 CFR § 60-2.17(b) and (c), and failed to monitor records of all personnel activity, including compensation, at all levels to ensure its nondiscriminatory policy is carried out, in violation of 41 CFR 60-2.17(d)(1).

IV: **FINANCIAL REMEDY**

- A. **Notice.** Within 45 days of the Effective Date of this Agreement, Cordis will notify the affected employees listed in Attachment A ("Affected Employees List") of the terms of this Agreement by certified mail (return receipt) and will provide them with (i) a Notice to Affected Employees (Attachment B, "Notice"); (ii) an Address and Social Security Number Verification Form (Attachment C, "Verification Form"); (iii) a Release of Claims under Executive Order 11246 (Attachment D, "Release"), and (iv) a postage paid return envelope. The Affected Employees will have 30 calendar days from the date they receive the Notice to return the completed Verification and Release Forms to Cordis or they will forfeit all consideration for back pay, interest or any other relief/benefit under this Agreement.

Cordis will notify OFCCP of all letters returned as undeliverable within 90 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Cordis within 14 calendar days of receiving the list from Cordis. Any class member who OFCCP does not provide an updated address for within 14 calendar days of receipt of the list shall forfeit all consideration for back pay, interest, or any other relief/benefit under this Agreement.

Cordis will have an additional 14 calendar days from receipt of this list of new addresses located by OFCCP to notify the individuals of their status as Affected Employees (referred to as the "Second Notice") and provide them with the documents described above. Affected Employees will have 30 calendar days from the date they receive the second notice to return the completed Verification and Release Forms to Cordis or they will forfeit all consideration for back pay, interest, or any other consideration of this Agreement.

Within 75 days of receiving the list of new addresses from OFCCP, Cordis will provide OFCCP with a final list of all Affected Employees who provided the Verification Form and Release, i.e., the Eligible Affected Employees. Within 14 calendar days after receiving the list, OFCCP will approve the final list of Eligible Affected Employees, include a final distribution amount for each employee and/or discuss with Cordis any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. If OFCCP does not approve the final list within 14 calendar days, the list shall be deemed by all parties to the Agreement to be approved by OFCCP. Once the final list has been approved, only those individuals who complied with the deadlines set forth in this section and who appear on the final list shall be eligible to receive any monetary award contemplated by this Agreement (hereinafter "Final Class Members").

B. **Eligibility.** Once the final list has been approved, only those individuals who complied with the deadlines set forth in section A and who appear on the final list shall be eligible to receive a share of the monetary settlement contemplated by this Agreement (hereinafter "Final Class Members").

C. **Monetary Settlement.** Cordis agrees to distribute \$315,169.81 in back pay and \$25,213.58 in interest, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Affected Employees' share of FICA taxes) to the employees on the final Eligible Affected Employees list.

D. **Disbursement of Monetary Settlement**

1. Within 60 days of approval of the final list, Cordis will make a one-time back pay payment to each Final Class Member who is currently employed by Cordis in the amount reflected on Attachment A in the manner in which the Eligible Affected Employee is normally paid her regular salary (e.g., direct deposit, check), subject to all legally required payroll deductions and FICA withholdings as described herein. Cordis will issue a W-2 Form to Eligible Affected Employees who receive this disbursement in the time and manner required by law;
2. Within 60 days of approval of the final list, Cordis will also make a one-time interest payment to each Final Class Member who is employed by Cordis in the amount reflected on Attachment A in the manner in which the Eligible Affected Employee normally receives reimbursement payments from Cordis (e.g. direct deposit, check). Cordis will issue a Form 1099 to Eligible Affected Employees who receive this disbursement in the appropriate tax year, if required to do so, and
3. Within 60 days of approval of the final list, Cordis will mail checks (denoting backpay and interest amounts), by certified mail, to all remaining Final Class Members who are not employed by Cordis at the time the monetary disbursements are made, for the amounts reflected in Attachment A. Back pay wages will be subject to all legally required payroll deductions and FICA withholdings as described herein. Cordis will mail a Form W-2 to each Eligible Affected Employee who is no longer employed at Cordis at the end of the appropriate tax year when other W-2s are mailed to employees, and will issue a Form 1099 for the interest payment at the end of the appropriate tax year, if required to do so.

E **Documentation.** Within 30 days of making the payments to Final Class Members, Cordis will provide OFCCP with:

1. Payroll stubs or the equivalent verifying that it has made payments to Final Class Members who are employed by Cordis; and
2. Copies of all cancelled checks from Final Class Members no longer employed by Cordis, who were mailed checks pursuant to the Agreement.

3. Cordis will provide OFCCP, via e-mail to Compliance Officer (7)(C), at (7)(C)@dol.gov, copies of all other cancelled checks and envelopes and checks returned as undeliverable.

F. Undeliverable Funds. OFCCP will have 14 calendar days from receipt of Cordis' list of checks returned as undeliverable to locate the Final Class Members and provide updated addresses. Cordis will re-mail the checks by certified mail within 14 calendar days of receiving the new updated addresses.

G. Uncashed Funds. Any check sent to a Final Class Member which remains uncashed for 180 calendar days after the date the check was issued will be void.

H. Remaining Funds. If the amount of the Settlement Fund which cannot be distributed to Affected Eligible Employees in the initial distribution equals or exceeds \$5000, Cordis will make a second distribution of the remaining funds to Eligible Affected Employees who have cashed checks.

V: SALARY ADJUSTMENTS: Within one hundred eighty (180) days of the Effective Date, Cordis will conduct a compensation analysis for positions at the Miami Lakes facility. Cordis will group employees together for analytical purposes consistent with the administration of its compensation system. Cordis will provide to OFCCP salary data as well as the variables used in its analysis. Cordis will investigate any statistically significant salary disparities based on gender and provide salary adjustments for any differences that cannot be explained by legitimate, business-related reasons.

VI. NON-MONETARY REMEDY:

Cordis will ensure that all employees are afforded equal employment opportunities with respect to Cordis' policies and practices that affect compensation. Cordis agrees to continue or to implement the corrective actions detailed below.

A. Evaluation. Cordis will evaluate whether starting salaries, salary increases, promotion decisions, performance evaluation ratings, placement in salary grade, procedures for assigning work, the availability of training opportunities and leave policies, have a disproportionately negative effect on women.

B. Revise Policies and Procedures. Cordis will review and, as necessary revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees, regardless of gender, as required by 41 CFR § 60-1.4(a). This applies to all aspects of compensation, including but not limited to salary at the time of placement into roles, annual salary adjustments and incentive compensation. In particular Cordis must revise its policies and procedures, as necessary, to ensure that Cordis does not discriminate against any employee or applicant who discusses, discloses or inquires about compensation. Any revised pay practices must ensure nondiscrimination in rates of pay or

other forms of compensation. Cordis will also review its procedures and, as necessary revise them to ensure compensation decisions are tracked and evaluated for compliance with all policies and documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

- C. **Training.** Within 180 days of the Effective Date, Cordis will train all of its managers and supervisors who make compensation decisions, as well as all human resources personnel involved in compensation decisions at its Miami Lakes facility. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to part B.
- D. **Self-Analysis.** Pursuant to 41 CFR § 60-2.1(b), Cordis must review annually its compensation policies and practices to ensure they comply with 41 CFR § 60- 1.4(a)(1).
- E. **Action-oriented programs.** Cordis will develop and execute action-oriented programs designed to: (a) correct any problem areas identified; (b) attain established goals and objectives; and (c) audit results of these programs. 41 CFR § 60-2.17(c) and (d).
- F. **Anti-Harassment policies and procedures.** Cordis will review and, as necessary revise its policies and procedures, to ensure that all persons under Cordis' control do not engage in harassment, intimidation, threats, coercion or discrimination, against any individual because the individual has engaged or may engage in any of the following activities, as described at Title 41 CFR 60-1.32:
 - 1. Filing a complaint;
 - 2. Assisting or participating in any manner in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Executive Order 11246 or any other Federal, state or local law requiring equal opportunity; or
 - 3. Opposing any act or practice made unlawful by Executive Order 11246 or any other Federal, state or local law requiring equal opportunity; or
 - 4. Exercising any other right protected by Executive Order 11246.

VII: **FUTURE CONDUCT:** Cordis will not repeat these alleged violations.

VIII: **REPORTS REQUIRED**

Cordis must submit one progress report described below to Miguel A. Rivera Jr. 909 SE 1st Ave. Rm 722, Miami, Florida 33131. The Progress Report will be due within 310 calendar days of the Effective Date of the Agreement and must include the following:

- 1. A copy of any written Revised Policies and Procedures described in Section VI.
- 2. Documentation on the training for all managers, supervisors and other personnel involved in compensation decisions.
- 3. Documentation of monetary payments to all Final Class Members. The documentation

must include the names of Final Class Members who were paid, and, for each Final Class Member, the number and the amount of the check and the date the check cleared the bank. Cordis must provide OFCCP with copies of all canceled checks or equivalent verification upon request.

4. Documentation of Cordis' self-analysis. The compensation database and all factors used in its self-analysis. If differences in pay based on gender cannot be explained by legitimate factors are identified by Cordis, documentation of pay adjustments to eliminate the differences. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender, of each individual receiving an adjustment.
5. Documentation of action-oriented programs implemented.
6. Documentation of its evaluation of anti-harassment policies and procedures.
7. Cordis will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

X: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Cordis. The person signing this Conciliation Agreement on behalf of Cordis is authorized to do so. Cordis has entered into this Conciliation Agreement voluntarily and with full knowledge of the effects thereof, and that execution of this Conciliation Agreement is fully binding on Cordis and the OFCCP.

DATE 4-9-18

(6), (7)(C)

Lori Gordon
Vice President Human
Resources Cardinal
Health

DATE 04-25-18

(6), (7)(C)

Compliance Officer—Miami
Office of Federal Contract Compliance
Programs

DATE 04/25/2018

(6), (7)(C)

Jacqueline Ortiz-Baerga
Assistant District Director—Orlando
Office of Federal Contract Compliance
Programs

DATE 04/25/18

(6), (7)(C)

Miguel A. Rivera Jr.
District Director—Miami
Office of Federal Contract Compliance
Programs

Date 04-25-18

(6), (7)(C)

Samuel Maiden
Regional Director—Southeast Region
Office of Federal Contract Compliance
Programs

Class Members

Employee ID	Amount Due	Interest	Total
(7)(C)	\$ 7,212.86	\$577.03	\$7,789.89
(7)(C)	\$ 8,959.63	\$716.77	\$9,676.40
(7)(C)	\$ 6,766.51	\$541.32	\$7,307.83
(7)(C)	\$ 1,278.92	\$102.31	\$1,381.24
(7)(C)	\$ 3,568.27	\$285.46	\$3,853.74
(7)(C)	\$ 4,522.42	\$361.79	\$4,884.21
(7)(C)	\$ 8,178.42	\$654.27	\$8,832.70
(7)(C)	\$ 6,756.95	\$540.56	\$7,297.51
(7)(C)	\$ 5,319.56	\$425.56	\$5,745.12
(7)(C)	\$ 4,264.41	\$341.15	\$4,605.56
(7)(C)	\$ 2,940.91	\$235.27	\$3,176.18
(7)(C)	\$ 4,007.59	\$320.61	\$4,328.19
(7)(C)	\$ 3,796.62	\$303.73	\$4,100.35
(7)(C)	\$ 6,086.45	\$486.92	\$6,573.37
(7)(C)	\$ 4,908.65	\$392.69	\$5,301.34
(7)(C)	\$ 4,833.39	\$386.67	\$5,220.06
(7)(C)	\$ 5,675.92	\$454.07	\$6,129.99
(7)(C)	\$ 8,058.97	\$644.72	\$8,703.69
(7)(C)	\$ 7,871.83	\$629.75	\$8,501.58
(7)(C)	\$ 5,679.90	\$454.39	\$6,134.29
(7)(C)	\$ 6,294.28	\$503.54	\$6,797.82
(7)(C)	\$ 6,977.94	\$558.24	\$7,536.17
(7)(C)	\$ 3,568.27	\$285.46	\$3,853.74
(7)(C)	\$ 3,578.32	\$286.27	\$3,864.59
(7)(C)	\$ 8,228.19	\$658.26	\$8,886.45
(7)(C)	\$ 5,630.93	\$450.47	\$6,081.40
(7)(C)	\$ 7,513.48	\$601.08	\$8,114.56
(7)(C)	\$ 7,051.60	\$564.13	\$7,615.73
(7)(C)	\$ 3,187.35	\$254.99	\$3,442.34
(7)(C)	\$ 1,744.63	\$139.57	\$1,884.20
(7)(C)	\$ 6,905.67	\$552.45	\$7,458.12
(7)(C)	\$ 7,097.39	\$567.79	\$7,665.18
(7)(C)	\$ 5,146.35	\$411.71	\$5,558.06
(7)(C)	\$ 7,606.45	\$608.52	\$8,214.97
(7)(C)	\$ 2,834.97	\$226.80	\$3,061.77
(7)(C)	\$ 5,383.27	\$430.66	\$5,813.93
(7)(C)	\$ 6,770.29	\$541.62	\$7,311.92
(7)(C)	\$ 5,337.48	\$427.00	\$5,764.47
(7)(C)	\$ 3,257.04	\$260.56	\$3,517.60
(7)(C)	\$ 2,548.73	\$203.90	\$2,752.63
(7)(C)	\$ 6,226.00	\$498.08	\$6,724.08
(7)(C)	\$ 4,379.88	\$350.39	\$4,730.27
(7)(C)	\$ 4,829.81	\$386.38	\$5,216.20
(7)(C)	\$ 4,443.58	\$355.49	\$4,799.07
(7)(C)	\$ 5,227.78	\$418.22	\$5,646.00

Class Members

(7)(C)

\$ 1,057.66	\$84.61	\$1,142.27
\$ 3,091.79	\$247.34	\$3,339.14
\$ 6,534.06	\$522.72	\$7,056.78
\$ 5,325.53	\$426.04	\$5,751.57
\$ 5,603.25	\$448.26	\$6,051.51
\$ 3,621.16	\$289.69	\$3,910.85
\$ 2,493.20	\$199.46	\$2,692.66
\$ 5,233.95	\$418.72	\$5,652.67
\$ 2,258.77	\$180.70	\$2,439.47
\$ 2,920.02	\$233.60	\$3,153.62
\$ 2,552.27	\$204.18	\$2,756.45
\$ 8,342.27	\$667.38	\$9,009.65
\$ 5,899.89	\$471.99	\$6,371.88
\$ 1,570.78	\$125.66	\$1,696.45
\$ 2,893.50	\$231.48	\$3,124.99
\$ 5,107.53	\$408.60	\$5,516.13
\$ 3,565.61	\$285.25	\$3,850.86
\$ 3,468.07	\$277.45	\$3,745.51
\$ 1,172.61	\$93.81	\$1,266.42

If you are a woman and are or were employed by Cordis between December 31, 2011 and December 31, 2013, you may benefit from a recent legal settlement with the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Cordis that may benefit you. This settlement involves claims of pay discrimination that occurred at Cordis prior to Cardinal Health acquiring Cordis. Our records show that you are one of the employees or former employees covered by the settlement. If you take the steps described in this Notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages and pay adjustments.

ARE YOU AFFECTED?

Women who worked at Cordis in Miami Lakes, Florida between December 31, 2011 and December 31, 2013.

WHAT IS THIS SETTLEMENT ABOUT

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Cordis' compensation practices. 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 Violations alleging that Cordis discriminated against women in compensation from at least December 31, 2011. Cordis denies these claims and there has not been any adjudicated finding that Cordis violated any laws. Ultimately, OFCCP and Cordis agreed to resolve the issue through a Conciliation Agreement in the interest of bringing closure to the compliance review. A Conciliation Agreement is a legal document that explains the actions that Cordis must take to remedy the problems described in the Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment of at least \$1,142.27 (before taxes). This amount represents your likely share of back wages and other payments Cordis is making to settle with OFCCP.

The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

CORDIS Corp - R00185054

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claims 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 OFCCP, Cordis or Cardinal Health.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment, you must complete, sign and return the two enclosed forms: (1) Verification Form; and, (2) Release of Claims under Executive Order 11246 forms. Send your completed and signed forms to:

Name (Cordis Representative)
Position – Job Title
Address
Phone number
Email address

The forms must be post-marked or delivered by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return of these documents, 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 or any other benefits from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may call or email:

Name (Cordis representative)
Position- Job Title
Phone Number
Email address
or

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

Compliance Officer
Office of Federal Contract Compliance
Programs 305-536-5670

(7)(C) @dol.gov

CORDIS Corp - R00185054

ATTACHMENT C

VERIFICATION FORM

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 AN OPPORTUNITY
FOR A PAY INCREASE FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement and a possible pay increase

To receive benefits (such as money), you must complete and return this Verification Form and the enclosed Release Form. Both must be postmarked or delivered on or before [Deadline above], to:

Name (Cordis representative)
Position- Job Title
Phone Number
Email address

If you do not submit a completed Claim Form and Release Form on or before [*Deadline above*], then your claim will not be on time and you will not receive any benefits from this settlement.

Enclosed is a stamped, pre-addressed envelope you may use. This Verification Form will be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and to process your payment.

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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 confirm [*or provide*] the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

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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:

Please verify [or provide] the last four digits of your social security number ____ _

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify Cordis at the address above if your address changes within the next six months so we may contact you about this matter or contact us if you have any questions about this claim form, the notice, or the settlement.

(7)(C), 305-536-5670 or **(7)(C)**@dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

CORDIS Corp - R00185054

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims form under Executive Order 11246 ("Release") is a legal document. This document states that in return for "Cordis" paying you money, you agree that you will not file any lawsuit against Cordis for allegedly violating Executive Order 11246 in connection with its compensation of women for roles at Cordis. It also says that Cordis denies it violated Executive Order 11246.

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, the Release says that if you do not sign and return the document by a certain date, you will not be eligible to receive any money from the settlement between OFCCP and Cordis.

In consideration of payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law) by Cordis to me, which I agree is acceptable, I (print name): agree to the following:

I. I understand that the amount of at least \$_____, set forth above is the minimum gross amount of my portion of the monetary settlement between OFCCP and Cordis, and that the actual amount will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment which reflects both back pay and interest, will be reflected on an Internal Revenue Service Form W-2 (for back pay) and a Form 1099 (for interest) at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced by taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.

II. In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge Cordis and Cardinal Health's predecessors, successors, related entities, parents, subsidiaries, departments and units, affiliates, joint ventures, and any related organizations, and their current and former shareholders, directors, officers, employees, agents, attorneys, 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 my compensation on the basis of my gender at any time prior to the date of my signature on this Release. I understand that if I am concerned about how the process described in this Release applies to me, I may contact OFCCP for assistance at:

(7)(C)

Compliance Officer

Office of Federal Contract Compliance Programs

900 SE 1st Avenue, Room 722

Miami, FL 33131

305-536-5670

(7)(C)@dol.gov

CORDIS Corp - R00185054

III. I understand that Cordis denies that it treated me unlawfully or unfairly in any way and that Cordis entered into a Conciliation Agreement with OFCCP in the spirit of cooperation and to bring to closure the Compliance Review initiated by OFCCP without further legal proceedings. I further agree that the payment of the aforesaid sum by Cordis to me is not to be construed as an admission of any liability by Cordis.

IV. I declare that I have carefully 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.

V. I understand that if I do not sign the Release and Verification Forms and return both of these documents to Cordis within 30 days of receipt, then I will not be eligible for any of the financial relief agreed upon by Cordis and OFCCP.

Signature

Date

Be sure to attach this form to the "Verification" form included in this notice and return both documents together by the deadline)