

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

BEN E. KEITH COMPANY

FORT WORTH/WACO BEER & FLEET MAIN - 7001 WILL ROGERS BLVD., FORT
WORTH, TEXAS
FORT WORTH FOODS - 7650 WILL ROGERS BLVD., FORT WORTH, TEXAS

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Ben E. Keith Company's operations at the Fort Worth/Waco Beer & Fleet Main (BEK Beverage) located at 7001 Will Rogers Blvd and Fort Worth Foods (BEK Foods) located at 7650 Will Rogers Blvd., Fort Worth, Texas (collectively herein "BEK"). OFCCP found that the facilities at these two BEK locations were not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified BEK of the specific violations found and the corrective actions required in a Predetermination Notice issued on October 31, 2018, and email dated October 22, 2018. 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 BEK enter into this Conciliation Agreement ("Agreement"), incorporating the attachments by reference, and agree to all of the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for BEK's fulfillment of all obligations in Parts III and IV 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 or to correct and obtain relief for the violations described in Part III if BEK violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. BEK 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. BEK will permit access to its BEK Beverage and BEK Foods premises during normal business hours for these purposes and will provide OFCCP with all relevant reports and documents requested.

3. BEK understands that nothing in this Agreement relieves BEK of its obligation to fully comply with the requirements of E.O. 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA") and their implementing regulations, and other applicable equal employment laws.
4. BEK 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 Southwest and Rocky Mountain Region ("the Effective Date").
9. All references to "days" in this Agreement are to calendar days. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified in this Agreement. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.
10. This Agreement will expire 60 calendar days after BEK submits the final progress report required in Part IV(D) below, unless OFCCP notifies BEK in writing prior to the expiration date that BEK has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that BEK has met all of its obligations under the Agreement.
11. If BEK violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that BEK violated any term of the Agreement while it was in effect, OFCCP will send BEK a written notice stating the alleged violations and summarizing any supporting evidence.

2) BEK 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 BEK 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. BEK may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that BEK Beverage failed to afford equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data revealed the following statistically significant hiring disparities at the BEK Beverage facility:

- OFCCP's preliminary findings indicate that BEK Beverage allegedly discriminated against female and black applicants for the Store Stocker part-time position ("SS PT") during the period of September 16, 2012 through September 15, 2014 ("Beverage review period") by failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data showed a statistically significant disparity of (b) (7)(E) standard deviations that negatively impacted female applicants, with a shortfall of six when compared to male applicants, and a statistically significant disparity of (b) (7)(E) standard deviations that negatively impacted black applicants, with a shortfall of 28 when compared to white applicants.
- OFCCP determined that BEK Beverage allegedly discriminated against black applicants for the Store Stocker DOT/CDL position ("SS DOT/CDL") during the Beverage review period by failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data showed a statistically significant disparity of over (b) (7)(E) standard deviations that negatively impacted black applicants, with a shortfall of seven when compared to Hispanic applicants.

BEK Beverage denies that it discriminated against female and black applicants who applied for SS PT and SS DOT/CDL positions. BEK Beverage further denies that it failed to comply with the Executive Order and its implementing regulations.

2. **VIOLATION:** OFCCP found that BEK Foods failed to afford equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data revealed the following statistically significant hiring disparities at the BEK Foods facility:

- OFCCP determined that BEK Foods allegedly discriminated against black applicants in the Non DOT Route Service Associate Trainee ("Non-DOT RT SVC") positions during the period of November 6, 2012 through November 5, 2014 ("Foods review period") by failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data showed a statistically significant disparity of (b) (7)(E) standard deviations that negatively impacted black applicants, with a shortfall of 17 when compared to Hispanic applicants.
- OFCCP determined that BEK Foods allegedly discriminated against white and black applicants for the Warehouse Trainee FT ("Warehouse Trainee FT") positions during the Foods review period by failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's final analysis of the applicant and hire data showed a statistically significant disparity of (b) (7)(E) standard deviations that negatively impacted white applicants, with a shortfall of five when compared to Hispanic applicants, and a statistically significant disparity of (b) (7)(E) standard deviations that negatively impacted black applicants, with a shortfall of 23 when compared to Hispanic applicants.

BEK Foods denies that it discriminated against black and white applicants who applied for Non-DOT RT SVC and Warehouse Trainee FT positions. BEK Foods further denies that it failed to comply with the Executive Order and its implementing regulations.

REMEDIES for VIOLATIONS 1 & 2: As applicable to violations 1 and 2 above, BEK Beverage and BEK Foods agree to take the following corrective actions:

- a) **Revision of the Hiring Process, Implementation and Training:** Within 60 calendar days of the Effective Date of this Agreement, BEK will develop, supplement, or amend the practices, policies, and procedures that the company uses to recruit, track and hire applicants for SS PT, SS DOT/CDL, Non-DOT RT SVC and Warehouse Trainee FT positions (hereinafter the "Revised Hiring Process") and provide such document(s) to OFCCP. The Revised Hiring Process will contain the following:

- i. Procedures to recruit job seekers for SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT positions, including mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
- ii. The qualifications and criteria to be used to place job seekers and applicants into the SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT applicant pools.
- iii. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, telephone screen, interview, post-hiring screen or other selection procedure.
- iv. Procedures to ensure job seekers and applicants are tracked and decisions are documented at each step in the hiring process.
- v. Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

Thereafter, within 120 calendar days of the Effective Date of this Agreement, BEK will fully implement the Revised Hiring Process and will provide training to all individuals involved in any way in recruiting, selecting, or tracking job seekers and applicants for the SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT positions at its BEK Beverage and BEK Foods locations. BEK will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper implementation of the revised procedures identified in subparagraphs (i) through (v) above.

b) Notification: Within 30 calendar days of the Effective Date of this Agreement, BEK must notify the Class Members listed in Attachment 1(a-d) of the terms of this Agreement by mailing, by first class mail, each individual in the affected class the: Notice to Class Members (Attachment 2 (a-d), "Notice"), the Claim Form (Attachment 3(a-d), the Release of Claims under Executive Order 11246 (Attachment 4(a-d), "Release"), and a postage paid return envelope. BEK will notify OFCCP of all letters returned as undeliverable within 30 calendar days of the Notice mailing. BEK will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Claim Form and Release within 75 calendar days of the Effective Date. OFCCP will then initiate efforts to locate those Class Members and will provide updated contact information to BEK within ten (10) calendar days of receiving the list.

BEK agrees to mail, by first class mail, a second Notice, Claim Form, Release, and a postage paid, self-addressed return envelope to Class Members that OFCCP locates within ten (10) calendar days of receiving updated contact information. BEK will provide a list to OFCCP of those Class Members who have not yet responded to the second Notice and/or have not returned a fully executed Interest Form and Release within 25 days of the mailing of the second Notice.

c) Eligibility: All Class Members listed on Attachment 1(a-d) who fully-execute and return the Claim Form and Release to BEK within 130 calendar days of the Effective Date of the Agreement (“Eligible Class Members”) will equally share the monetary settlement, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for an open SS PT or SS DOT/CDL position at BEK Beverage, or an open Non-DOT RT SVC, or Warehouse Trainee FT position at BEK Food, for which the Class Member applied during the applicable review period referenced in Part III, as is set forth further in this Agreement below. If a Class Member does not return a fully-executed Claim Form and Release to BEK within 130 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 140 calendar days of the Effective Date of the Agreement, BEK will provide OFCCP with the lists of all Eligible Class Members who returned a fully-executed Claim Form and Release within 130 calendar days of the Effective Date of the Agreement, along with a copy of each executed Claim Form and Release it received. OFCCP will provide BEK with all original executed Claim Forms and Releases it received. Within 150 calendar days from the Effective Date of the Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with BEK any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list(s). All Eligible Class Members will be entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with BEK.

d) Employment: As SS PT and SS DOT/CDL positions at BEK Beverage become available, and as Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods become available, BEK will consider for employment qualified Eligible Class Members who fully execute a Claim Form and Release, are not currently employed by BEK, who are eligible for hire or rehire (if previously employed), who meet BEK’s job requirements,¹ who follow BEK’s revised hiring process, and who successfully completed the selection process. BEK shall extend job offers until the shortfalls noted below are satisfied or until the list of Eligible Class Members expressing an interest in employment on their Claim Form is exhausted, whichever occurs first. BEK has been given credit towards the shortfall of any unsuccessful applicant (Class Members) hired before the agreement is executed. The required hire shortfalls are as follows:

¹ The job requirements are: (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK’s needs and assignments.

| Location | Job Title | Shortfalls |
|--------------|----------------------|---------------------------------|
| BEK Beverage | SS PT | 6 Female Eligible Class Members |
| | | 27 black Eligible Class Members |
| | SS DOT/CDL | 6 black Eligible Class Members |
| | | |
| BEK Foods | Non-DOT RT SVC | 8 black Eligible Class Members |
| | Warehouse Trainee FT | 15 black Eligible Class Members |
| | | 4 white Eligible Class Members |

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In applying the hiring obligations, BEK will make a good faith effort to reach the shortfalls by gender and race/ethnicity as listed above. In applying the hiring obligations, if an Eligible Class Member hire is, for example, a black female, then that hire shall count as a black hire and a female hire if she is on both class lists.

Eligible Class Members will be considered for the SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT job openings in the order that BEK receives their fully-executed Claim and Release Forms. If BEK receives more than one fully-executed response on the same day, those Eligible Class Members will be considered for employment based on the earliest date of their original application.

Eligible Class Members shall be responsible for notifying BEK of any changes in their addresses or other contact information. BEK will not impose more stringent or different hiring criteria on Eligible Class Members than were in effect during the review period. Eligible Class Members will be allowed 7 days to accept a written job offer and an additional 14 days to report for work after receiving a written job offer from BEK. Pursuant to this Agreement, Eligible Class Members hired into SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT positions must be paid the current wage rate for the SS PT, SS DOT/CDL, Non-DOT RT SVC, and Warehouse Trainee FT positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly-situated employees. In addition, all Eligible Class Members hired who are still employed after 90 days shall receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention and job bidding, as applicable.

BEK must initiate its hiring of Eligible Class Members and must complete its hiring obligations under this section within 18 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted.

- e) Monetary Settlement: In settlement of all potential claims for back pay and interest identified in this Agreement, BEK Beverage agrees to pay the total amount of \$175,000 to Eligible Class Members, of which \$152,250 is back pay and \$22,750 is interest (“BEK Beverage Settlement Fund”). In settlement of all potential claims for back pay and interest identified in this Agreement, BEK Foods agrees to pay the total amount of

\$175,000 to Eligible Class Members, of which \$152,250 is back pay and \$22,750 is interest (“BEK Foods Settlement Fund”).

BEK Beverage and BEK Foods agree to distribute these Monetary Settlement amounts, less legal deductions required by law from back pay only (such as, but not limited to, federal, state and/ or local taxes, and the Eligible Class Members’ share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. BEK will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible 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 either with the settlement checks or by the deadline imposed by applicable law. BEK will disburse the Monetary Settlement within 30 calendar days after OFCCP approves and provides BEK with a copy of the final list of Eligible Class Members.

Within 30 days of making the payments set forth in paragraph (e) above, BEK shall provide to OFCCP, via e-mail sent to District Director LaQuandra Adebajo at adebajo.laquandra@dol.gov with bank verification of payments made to Eligible Class Members.

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Within ten (10) calendar days of BEK’s receipt of a check to an Eligible Class Member returned as undeliverable, BEK will notify OFCCP of this fact via e-mail sent to District Director LaQuandra Adebajo at adebajo.laquandra@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or makes contact with the Eligible Class Member, BEK will re-mail the check within 15 calendar days of receiving an alternate or corrected address for an Eligible Class Member. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed Monetary Settlement funds, BEK will make a second distribution to all Eligible Class Members on the final approved list who cashed their first check if the amount of the uncashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Member on the final list. If the total amount of the uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member who cashed his or her first check, BEK shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III - Paragraph (a) of Remedies for Violations 1 & 2.

3. VIOLATION: BEK did not have available adverse impact analyses for OFCCP’s inspection, as required by 41 CFR 60-3.4C and 60-3.15A(2). Specifically, BEK stated it conducted adverse impact analyses but refused to make them available for OFCCP’s inspection. BEK denies this violation.

REMEDY: BEK will maintain and have available for OFCCP’s inspection adverse impact analysis in accordance with the requirements of 41 C.F.R. §§ 60-3.4 and 60-3.15A.

Specifically, BEK must conduct adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, or termination and other personnel activities. These analyses will be done by job group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, BEK must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual component(s) of the selection process, BEK must validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedure or utilize selection procedures that do not result in adverse impact. Upon request, BEK must make the adverse impact analyses available for OFCCP's inspection.

4. VIOLATION: OFCCP found BEK Beverage did not create a job group analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 CFR § 602.12(b). Specifically, for the BEK Beverage facility OFCCP found that the job title, Sales & Service Rep DOT was in job group 4B (Sales Workers), but based on the content, wages, and opportunities, this position should have been included in job group 7B (Operatives). On April 11, 2017, BEK Beverage advised OFCCP that BEK Beverage would revise its jobs groups to include Sales & Service Rep DOT in job group 7B, and in making this revision the feeder group for Sales & Service Rep DOT was modified to accurately reflect movement from 7A/7C to 4B.

REMEDY: BEK Beverage has remedied this violation and will continue to create a job group analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 C.F.R. § 60-2.12(b).

PART IV. REPORTS REQUIRED

BEK must submit the documents and reports described below to:

LaQuandra Adebajo, Dallas District Director
OFCCP – Dallas District Office
U.S. Department of Labor
525 South Griffin Street, Room 512
Dallas, Texas 75202

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1. Pursuant to paragraph (a) of Remedies 1 & 2, within 60 calendar days of the Effective Date of this Agreement, BEK will submit a copy of the Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedies 1 & 2, with the first progress report below, BEK will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking job seekers/applicants for SS PT and SS DOT/CDL positions at BEK Beverage, and for Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods, have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline topics

discussed in the training, and the name and job title of each person who conducted the training.

3. Within the prescribed timeframes, BEK will submit all documents and information referenced in paragraphs (b) and (c) of Remedies 1 & 2. Such documents and information must include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Claim Form and Release within 75 calendar days of the Effective Date of the Agreement, and a list of Eligible Class Members who have returned a signed Claim Form and Release within 130 calendar days of the Effective Date.

BEK must submit three (3) progress reports covering each six-month period this Agreement is in effect. The first progress report will be due seven (7) months after the Effective Date of this Agreement and must cover the six-month period beginning on the Effective Date. The subsequent reports must cover the successive six-month periods, and must be submitted within 30 calendar days after the close of each six-month period.

Pursuant to Violations 1 & 2, BEK will submit the following in each semi-annual progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraph (e) of Remedies 1 & 2. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. BEK will provide OFCCP with verification of all payments upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who are offered and/or hired into SS PT and SS DOT/CDL positions at BEK Beverage, and Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods, including the name, date of offer, whether the offer is accepted and, if so, hire date, rate of pay and benefits;
- 3) For Eligible Class Members who are considered for employment but not hired, BEK will provide the reason for non-selection along with relevant documentation supporting the non-selection.

BEK will continue submitting the information in subsections 1-3 above in the three (3) semi-annual progress reports until the Monetary Settlement distribution process under this Agreement has been satisfied and the offer/hire obligations have been met or expired, or the list of Eligible Class Members has been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violations 1 & 2, BEK will also submit the following in each progress report:

- 1) The total number of job seekers for the SS PT and SS DOT/CDL positions at BEK Beverage, and the Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods, during each respective reporting period.

- 2) The total number of applicants and hires, and the breakdown by race/ethnicity and gender, for the SS PT position at BEK Beverage, and the total number of applicants and hires, and the breakdown by race/ethnicity, for the SS DOT/CDL position at BEK Beverage and the Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods, during the respective reporting period, including all part time, and seasonal workers.
- 3) The results of BEK's analysis as to whether its total selection process for SS PT and SS DOT/CDL positions at BEK Beverage, and Non-DOT RT SVC and Warehouse Trainee FT positions at BEK Foods, during the applicable reporting period, has adverse impact, as defined in 41 C.F.R. § 60-3.4D and 60-3.16, on those members of groups set forth in 41 CFR § 60-3.4B. For purposes of determining adverse impact, BEK will *not* include hires made of Eligible Class Members pursuant to this Agreement in the data analyzed. In determining adverse impact, for all progress reports except the first, BEK shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.
- 4) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of BEK's evaluation of the individual components of the selection process for adverse impact;
- 5) The actions taken by BEK upon determining that any component of the selection process has an adverse impact on members of groups as set forth in subparagraphs 1-3; and

BEK will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and BEK-Beverage and BEK-Foods, located at 7001 and 7650 Will Rogers Blvd., Fort Worth, Texas, respectively.

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

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

Gordon Crow
Chief Financial Officer
Ben E. Keith Company

Melissa L. Speer
Regional Director
Southwest & Rocky Mountain Region,
OFCCP

DATE: 4/22/2019

DATE: 5-29-2019

Attachments:

- Attachment 1(a), Affected Class Members (SS PT)
- Attachment 1(b), Affected Class Members (SS DOT/CDL)
- Attachment 1(c), Affected Class Members (Non DOT Rt Svc)
- Attachment 1(d), Affected Class Members (Warehouse Trainee FT)
- Attachment 2(a), Notice Form (SS PT)
- Attachment 2(b), Notice Form (SS DOT/CDL)
- Attachment 2(c), Notice Form (Non DOT Rt Svc)
- Attachment 2(d), Notice Form (Warehouse Trainee FT)
- Attachment 3(a), Claim Form (SS PT)
- Attachment 3(b), Claim Form (SS DOT/CDL)
- Attachment 3(c), Claim Form (Non DOT Rt Svc)
- Attachment 3(d), Claim Form (Warehouse Trainee FT)
- Attachment 4(a), Release of Claims (SS PT)
- Attachment 4(b), Release of Claims (SS DOT/CDL)
- Attachment 4(c), Release of Claims (Non DOT Rt Svc)
- Attachment 4(d), Release of Claims (Warehouse Trainee FT)

ATTACHMENT 1A STORE STOCKER PART-TIME CLASS MEMBERS

| COUNT | NAME | DATE OF APPLICATION | RACE | GENDER | JOB TITLE |
|-------|---------------------|---------------------|------|--------|-----------|
| 1 | (b) (6), (b) (7)(C) | | | | SS PT |
| 2 | | | | | SS PT |
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| 79 | | | | | SS PT |
| 80 | | | | | SS PT |

(**) Denotes applicants subsequently hired.

| | | |
|-----|---------------------|-------|
| 81 | (b) (6), (b) (7)(C) | SS PT |
| 82 | | SS PT |
| 83 | | SS PT |
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| 161 | | SS PT |
| 162 | | SS PT |

(**) Denotes applicants subsequently hired.

| | | |
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| 163 | | SS PT |
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| 243 | | SS PT |
| 244 | | SS PT |

(**) Denotes applicants subsequently hired.

| | | |
|-----|----------------------------|-------|
| 245 | (b) (6), (b) (7)(C) | SS PT |
| 246 | | SS PT |
| 247 | | SS PT |
| 248 | | SS PT |
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| 250 | | SS PT |
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| 303 | | SS PT |
| 304 | | SS PT |
| 305 | | SS PT |
| 306 | | SS PT |
| 307 | | SS PT |

(**) Denotes applicants subsequently hired.

ATTACHMENT 1B STORE STOCKER DOT-CDL CLASS MEMBERS

| COUNT | NAME | DATE OF APPLICATION | RACE | JOB TITLE (AFL) |
|-------|----------------------------|---------------------|------|-----------------|
| 1 | (b) (6), (b) (7)(C) | | | SS DOT/CDL |
| 2 | | | | SS DOT/CDL |
| 3 | | | | SS DOT/CDL |
| 4 | | | | SS DOT/CDL |
| 5 | | | | SS DOT/CDL |
| 6 | | | | SS DOT/CDL |
| 7 | | | | SS DOT/CDL |
| 8 | | | | SS DOT/CDL |
| 9 | | | | SS DOT/CDL |
| 10 | | | | SS DOT/CDL |
| 11 | | | | SS DOT/CDL |
| 12 | | | | SS DOT/CDL |
| 13 | | | | SS DOT/CDL |
| 14 | | | | SS DOT/CDL |
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| 16 | | | | SS DOT/CDL |
| 17 | | | | SS DOT/CDL |
| 18 | | | | SS DOT/CDL |
| 19 | | | | SS DOT/CDL |
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| 21 | | | | SS DOT/CDL |
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| 23 | | | | SS DOT/CDL |
| 24 | | | | SS DOT/CDL |
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| 30 | | | | SS DOT/CDL |
| 31 | | | | SS DOT/CDL |
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| 41 | | | | SS DOT/CDL |
| 42 | | | | SS DOT/CDL |
| 43 | | | | SS DOT/CDL |
| 44 | | | | SS DOT/CDL |
| 45 | | | | SS DOT/CDL |
| 46 | | | | SS DOT/CDL |
| 47 | | | | SS DOT/CDL |
| 48 | | | | SS DOT/CDL |
| 49 | | | | SS DOT/CDL |

(**) Denotes applicants subsequently hired.

| | | |
|----|----------------------------|------------|
| 50 | (b) (6), (b) (7)(C) | SS DOT/CDL |
| 51 | | SS DOT/CDL |
| 52 | | SS DOT/CDL |
| 53 | | SS DOT/CDL |
| 54 | | SS DOT/CDL |
| 55 | | SS DOT/CDL |
| 56 | | SS DOT/CDL |
| 57 | | SS DOT/CDL |
| 58 | | SS DOT/CDL |
| 59 | | SS DOT/CDL |
| 60 | | SS DOT/CDL |
| 61 | | SS DOT/CDL |
| 62 | | SS DOT/CDL |
| 63 | | SS DOT/CDL |
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| 66 | | SS DOT/CDL |
| 67 | | SS DOT/CDL |
| 68 | | SS DOT/CDL |
| 69 | | SS DOT/CDL |
| 70 | | SS DOT/CDL |
| 71 | | SS DOT/CDL |
| 72 | | SS DOT/CDL |
| 73 | | SS DOT/CDL |
| 74 | | SS DOT/CDL |
| 75 | | SS DOT/CDL |

(**) Denotes applicants subsequently hired.

| | | |
|-----|---------------------|---|
| 67 | (b) (6), (b) (7)(C) | NON DOT Route Service Associate Trainee |
| 68 | | NON DOT Route Service Associate Trainee |
| 69 | | NON DOT Route Service Associate Trainee |
| 70 | | NON DOT Route Service Associate Trainee |
| 71 | | NON DOT Route Service Associate Trainee |
| 72 | | NON DOT Route Service Associate Trainee |
| 73 | | NON DOT Route Service Associate Trainee |
| 74 | | NON DOT Route Service Associate Trainee |
| 75 | | NON DOT Route Service Associate Trainee |
| 76 | | NON DOT Route Service Associate Trainee |
| 77 | | NON DOT Route Service Associate Trainee |
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| 99 | | NON DOT Route Service Associate Trainee |
| 100 | | NON DOT Route Service Associate Trainee |
| 101 | | NON DOT Route Service Associate Trainee |
| 102 | | NON DOT Route Service Associate Trainee |
| 103 | | NON DOT Route Service Associate Trainee |
| 104 | | NON DOT Route Service Associate Trainee |

(**) Denotes applicants subsequently hired.

ID WAREHOUSE TRAINEE CLASS MEMBERS

| COUNT | NAME | RACE | DATE | TITLE |
|-------|---------------------|------|------|-------------------|
| 1 | (b) (6), (b) (7)(C) | | | Warehouse Trainee |
| 2 | | | | Warehouse Trainee |
| 3 | | | | Warehouse Trainee |
| 4 | | | | Warehouse Trainee |
| 5 | | | | Warehouse Trainee |
| 6 | | | | Warehouse Trainee |
| 7 | | | | Warehouse Trainee |
| 8 | | | | Warehouse Trainee |
| 9 | | | | Warehouse Trainee |
| 10 | | | | Warehouse Trainee |
| 11 | | | | Warehouse Trainee |
| 12 | | | | Warehouse Trainee |
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| 14 | | | | Warehouse Trainee |
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| 17 | | | | Warehouse Trainee |
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| 39 | | | | Warehouse Trainee |
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| 49 | | | | Warehouse Trainee |
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| 55 | | | | Warehouse Trainee |
| 56 | | | | Warehouse Trainee |
| 57 | | | | Warehouse Trainee |

(**) Denotes applicants subsequently hired.

| | | |
|-----|---------------------|-------------------|
| 58 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 59 | | Warehouse Trainee |
| 60 | | Warehouse Trainee |
| 61 | | Warehouse Trainee |
| 62 | | Warehouse Trainee |
| 63 | | Warehouse Trainee |
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| 112 | | Warehouse Trainee |
| 113 | | Warehouse Trainee |
| 114 | | Warehouse Trainee |
| 115 | | Warehouse Trainee |
| 116 | | Warehouse Trainee |

(**) Denotes applicants subsequently hired.

| | | |
|-----|----------------------------|-------------------|
| 117 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 118 | | Warehouse Trainee |
| 119 | | Warehouse Trainee |
| 120 | | Warehouse Trainee |
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| 170 | Warehouse Trainee | |
| 171 | Warehouse Trainee | |
| 172 | Warehouse Trainee | |
| 173 | Warehouse Trainee | |
| 174 | Warehouse Trainee | |
| 175 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

| | | |
|-----|----------------------------|-------------------|
| 176 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 177 | | Warehouse Trainee |
| 178 | | Warehouse Trainee |
| 179 | | Warehouse Trainee |
| 180 | | Warehouse Trainee |
| 181 | | Warehouse Trainee |
| 182 | | Warehouse Trainee |
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| 230 | Warehouse Trainee | |
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| 232 | Warehouse Trainee | |
| 233 | Warehouse Trainee | |
| 234 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

| | | |
|-----|----------------------------|-------------------|
| 235 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 236 | | Warehouse Trainee |
| 237 | | Warehouse Trainee |
| 238 | | Warehouse Trainee |
| 239 | | Warehouse Trainee |
| 240 | | Warehouse Trainee |
| 241 | | Warehouse Trainee |
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| 288 | Warehouse Trainee | |
| 289 | Warehouse Trainee | |
| 290 | Warehouse Trainee | |
| 291 | Warehouse Trainee | |
| 292 | Warehouse Trainee | |
| 293 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

| | | |
|-----|---------------------|-------------------|
| 294 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 295 | | Warehouse Trainee |
| 296 | | Warehouse Trainee |
| 297 | | Warehouse Trainee |
| 298 | | Warehouse Trainee |
| 299 | | Warehouse Trainee |
| 300 | | Warehouse Trainee |
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| 322 | | Warehouse Trainee |
| 323 | | Warehouse Trainee |
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| 351 | Warehouse Trainee | |
| 352 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

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| 353 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 354 | | Warehouse Trainee |
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| 410 | Warehouse Trainee | |
| 411 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

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|-----|---------------------|-------------------|
| 412 | (b) (6), (b) (7)(C) | Warehouse Trainee |
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| 470 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

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| 471 | (b) (6), (b) (7)(C) | Warehouse Trainee |
| 472 | | Warehouse Trainee |
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| 514 | Warehouse Trainee | |

(**) Denotes applicants subsequently hired.

ATTACHMENT 2A
Class Member Notice

*You may be eligible to get money and a job because of a legal settlement
between Ben E. Keith Company 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 Ben E. Keith Company (hereinafter "BEK") 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 a job with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140.

ARE YOU AFFECTED?

If you are a female and/or black applicant who applied and was not hired for a Store Stocker Part-Time position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, between September 16, 2012 and September 15, 2014, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted a compliance review of BEK's hiring practices at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, during the period from September 16, 2012, through September 15, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP issued a Predetermination Notice alleging that BEK discriminated against female and black applicants who applied for a Store Stocker Part-Time position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, between September 16, 2012 and September 15, 2014.

Although BEK disagreed with OFCCP's allegations, OFCCP and BEK have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and BEK's agreement, BEK will pay money to certain rejected applicants who applied for a Store Stocker Part-Time position during the relevant time frame. As relevant positions become available, BEK will also offer Store Stocker Part-Time jobs to some of these rejected applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Store Stocker Part-Time 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 monetary payment of at least \$ [REDACTED] (before taxes).** This payment represents an equal share of back wages and interest that BEK is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.

- (2) BEK will be making job offers for Store Stocker Part-Time at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, 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 Store Stocker Part-Time position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for a Store Stocker Part-Time position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, as they become available after the claims process is complete. Job offers will be made in the order that BEK receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible.

In order to receive a Store Stocker Part-Time job offer at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, you must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.

- (3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should carefully read this Notice, the Claim Form and Release that are enclosed with this Notice, as well as any other information you received from the Department of Labor or BEK regarding this settlement. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form and Release in this envelope by the deadline. Otherwise, you will miss out on getting money and an opportunity for a job under this Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release, postmarked by [date], to:

Settlement Administrator

Title

Address

Phone

XXXX

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the postmarked deadline of [date], to receive any money or any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your

eligibility, you will not be eligible to receive any money, a possible job offer, or any other benefits provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [name/contact information]. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT 2B
Class Member Notice

*You may be eligible to get money and a job because of a legal settlement
between Ben E. Keith Company 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 Ben E. Keith Company (hereinafter "BEK") 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 a job with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140.

ARE YOU AFFECTED?

If you are a black applicant who applied and was not hired for a Store Stocker DOT/CDL position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, between September 16, 2012 and September 15, 2014, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted a compliance review of BEK's hiring practices at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, during the period from September 16, 2012, through September 15, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP issued a Predetermination Notice alleging that BEK discriminated against black applicants who applied for a Store Stocker DOT/CDL position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, between September 16, 2012 and September 15, 2014.

Although BEK disagreed with OFCCP's allegations, OFCCP and BEK have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and BEK's agreement, BEK will pay money to certain rejected applicants who applied for a Store Stocker DOT/CDL position during the relevant time frame. As relevant positions become available, BEK will also offer Store Stocker DOT/CDL jobs to some of these rejected applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Store Stocker DOT/CDL 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 monetary payment of at least \$** **(before taxes).** This payment represents an equal share of back wages and interest that BEK is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.

- (2) BEK will be making job offers for Store Stocker DOT/CDL at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, 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 Store Stocker DOT/CDL position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for a Store Stocker DOT/CDL position at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, as they become available after the claims process is complete. Job offers will be made in the order that BEK receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible.

In order to receive a Store Stocker DOT/CDL job offer at BEK's facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140, you must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.

- (3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should carefully read this Notice, the Claim Form and Release that are enclosed with this Notice, as well as any other information you received from the Department of Labor or BEK regarding this settlement. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form and Release in this envelope by the deadline. Otherwise, you will miss out on getting money and an opportunity for a job under this Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release, postmarked by [date], to:

Settlement Administrator

Title

Address

Phone

XXXX

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the postmarked deadline of [date], to receive any money or any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your

eligibility, you will not be eligible to receive any money, a possible job offer, or any other benefits provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [name/contact information]. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT 2C
Class Member Notice

*You may be eligible to get money and a job because of a legal settlement
between Ben E. Keith Company 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 Ben E. Keith Company (hereinafter "BEK") 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 a job with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140.

ARE YOU AFFECTED?

If you are a black applicant who applied and was not hired for a Non-DOT Route Service Associate Trainee position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, between November 6, 2012 and November 5, 2014, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted a compliance review of BEK's hiring practices at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, during the period from November 6, 2012, through November 5, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that BEK discriminated against black applicants who applied for a Non-DOT Route Service Associate Trainee position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, between November 6, 2012 and November 5, 2014.

Although BEK disagreed with OFCCP's allegations, OFCCP and BEK have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and BEK's agreement, BEK will pay money to certain rejected applicants who applied for a Non-DOT Route Service Associate Trainee position during the relevant time frame. As relevant positions become available, BEK will also offer Non-DOT Route Service Associate Trainee jobs to some of these rejected applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Non-DOT Route Service Associate Trainee 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 monetary payment of at least \$** **(before taxes).** This payment represents an equal share of back wages and interest that BEK is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.

- (2) BEK will be making job offers for Non-DOT Route Service Associate Trainee at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, 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 Non-DOT Route Service Associate Trainee position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for a Non-DOT Route Service Associate Trainee position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, as they become available after the claims process is complete. Job offers will be made in the order that BEK receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible.

In order to receive a Non-DOT Route Service Associate Trainee job offer at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, you must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.

- (3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should carefully read this Notice, the Claim Form and Release that are enclosed with this Notice, as well as any other information you received from the Department of Labor or BEK regarding this settlement. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form and Release in this envelope by the deadline. Otherwise, you will miss out on getting money and an opportunity for a job under this Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release, postmarked by [date], to:

Settlement Administrator

Title

Address

Phone

XXXX

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the postmarked deadline of [date], to receive any money or any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your

eligibility, you will not be eligible to receive any money, a possible job offer, or any other benefits provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [name/contact information]. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT 2D
Class Member Notice

*You may be eligible to get money and a job because of a legal settlement
between Ben E. Keith Company 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 Ben E. Keith Company (hereinafter "BEK") 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 a job with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140.

ARE YOU AFFECTED?

If you are a black or white applicant who applied and was not hired for a Warehouse Trainee Full-Time position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, between November 6, 2012 and November 5, 2014, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted a compliance review of BEK's hiring practices at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, during the period from November 6, 2012, through November 5, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that BEK discriminated against black and white applicants who applied for a Warehouse Trainee Full-Time position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, between November 6, 2012 and November 5, 2014.

Although BEK disagreed with OFCCP's allegations, OFCCP and BEK have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and BEK's agreement, BEK will pay money to certain rejected applicants who applied for a Warehouse Trainee Full-Time position during the relevant time frame. As relevant positions become available, BEK will also offer Warehouse Trainee Full-Time jobs to some of these rejected applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Warehouse Trainee Full-Time 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 monetary payment of at least \$** [REDACTED] **(before taxes).** This payment represents an equal share of back wages and interest that BEK is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.

- (2) BEK will be making job offers for Warehouse Trainee Full-Time at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, 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 Warehouse Trainee Full-Time position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for a Warehouse Trainee Full-Time position at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, as they become available after the claims process is complete. Job offers will be made in the order that BEK receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible.

In order to receive a Warehouse Trainee Full-Time job offer at BEK's facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140, you must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.

- (3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should carefully read this Notice, the Claim Form and Release that are enclosed with this Notice, as well as any other information you received from the Department of Labor or BEK regarding this settlement. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form and Release in this envelope by the deadline. Otherwise, you will miss out on getting money and an opportunity for a job under this Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release, postmarked by [date], to:

Settlement Administrator
Title
Address
Phone
XXXX

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the postmarked deadline of [date], to receive any money or any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your

eligibility, you will not be eligible to receive any money, a possible job offer, or any other benefits provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [name/contact information]. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

**ATTACHMENT 3A
CLAIM 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 A POTENTIAL JOB OFFER
FROM THE SETTLEMENT BETWEEN OFCCP AND BEN E. KEITH COMPANY**

DEADLINE TO RESPOND IS [date]

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money and a job offer), you must complete and return this Claim Form and the Release of Claims by mail, postmarked on or before [date], to

Settlement Administrator
Title
Address
Phone
XXXX

If you do not submit a properly completed Claim Form and executed Release postmarked on or before [date], then your claim will not be timely, you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release.

This Claim Form will be used only 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 to process your payment, and**
- (2) To allow you to express interest in a job offer as a result of the settlement.**

NOTE: This Claim Form 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 (print and/or write legibly).

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

It is very important that you notify BEK at the address below if your address or phone number changes within the next twelve months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the address:

Settlement Administrator:

Title
Address
Phone
XXXX

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____
Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

For purposes of this settlement, it is necessary to verify your race and gender:

- Caucasian/White African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native
- Male Female

Step 2: Inform us if you are interested in a Store Stocker Part-Time position and if you have previously worked for or currently work for BEK (choose all that apply):

- Yes, I am interested in a **Store Stocker Part-Time** position with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140. I understand that to be eligible for a job, I must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.
- No, I am not interested in a **Store Stocker Part-Time** position with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140.
- I am currently employed by BEK in the position of _____ at BEK's facility in _____ (city/state).
- I was previously employed by BEK:
Name at time of employment: _____
BEK Location: _____
Dates of employment: _____

Step 3: Sign and return along with the signed Release Form

I certify the above information is true and correct.

Signature

Date

**ATTACHMENT 3B
CLAIM 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 A POTENTIAL JOB OFFER
FROM THE SETTLEMENT BETWEEN OFCCP AND BEN E. KEITH COMPANY**

DEADLINE TO RESPOND IS [date]

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money and a job offer), you must complete and return this Claim Form and the Release of Claims by mail, postmarked on or before [date], to

Settlement Administrator
Title
Address
Phone
XXXX

If you do not submit a properly completed Claim Form and executed Release postmarked on or before [date], then your claim will not be timely, you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release.

This Claim Form will be used only 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 to process your payment, and**
- (2) To allow you to express interest in a job offer as a result of the settlement.**

NOTE: This Claim Form 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 (print and/or write legibly).

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

It is very important that you notify BEK at the address below if your address or phone number changes within the next twelve months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the address:

Settlement Administrator

Title
Address
Phone
XXXX

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____
Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

For purposes of this settlement, it is necessary to verify your race:

- Caucasian/White African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native

Step 2: Inform us if you are interested in a Store Stocker DOT/CDL position and if you have previously worked for or currently work for BEK (choose all that apply):

- Yes, I am interested in a **Store Stocker DOT/CDL** position with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140. I understand that to be eligible for a job, I must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.
- No, I am not interested in a **Store Stocker DOT/CDL** position with BEK at its facility located at 7001 Will Rogers Blvd., Fort Worth, Texas 76140.
- I am currently employed by BEK in the position of _____ at BEK's facility in _____ (city/state).
- I was previously employed by BEK:
Name at time of employment: _____
BEK Location: _____
Dates of employment: _____

Step 3: Sign and return along with the signed Release Form

I certify the above information is true and correct.

Signature

Date

**ATTACHMENT 3C
CLAIM 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 A POTENTIAL JOB OFFER
FROM THE SETTLEMENT BETWEEN OFCCP AND BEN E. KEITH COMPANY**

DEADLINE TO RESPOND IS [date]

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money and a job offer), you must complete and return this Claim Form and the Release of Claims by mail, postmarked on or before [date], to

Settlement Administrator
Title
Address
Phone
XXXX

If you do not submit a properly completed Claim Form and executed Release postmarked on or before [date], then your claim will not be timely, you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release.

This Claim Form will be used only 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 to process your payment, and**
- (2) To allow you to express interest in a job offer as a result of the settlement.**

NOTE: This Claim Form 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 (print and/or write legibly).

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

It is very important that you notify BEK at the address below if your address or phone number changes within the next twelve months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the address:

Settlement Administrator

Title
Address
Phone
XXXX

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

For purposes of this settlement, it is necessary to verify your race:

- Caucasian/White African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native

Step 2: Inform us if you are interested in a Non-DOT Route Service Associate Trainee position and if you have previously worked for or currently work for BEK (choose all that apply):

- Yes, I am interested in a **Non-DOT Route Service Associate Trainee** position with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140. I understand that to be eligible for a job, I must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.
- No, I am not interested in a **Non-DOT Route Service Associate Trainee** position with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140.
- I am currently employed by BEK in the position of _____ at BEK's facility in _____ (city/state).
- I was previously employed by BEK:
Name at time of employment: _____
BEK Location: _____
Dates of employment: _____

Step 3: Sign and return along with the signed Release Form

I certify the above information is true and correct.

Signature

Date

**ATTACHMENT 3D
CLAIM 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 A POTENTIAL JOB OFFER
FROM THE SETTLEMENT BETWEEN OFCCP AND BEN E. KEITH COMPANY**

DEADLINE TO RESPOND IS [date].

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money and a job offer), you must complete and return this Claim Form and the Release of Claims by mail, postmarked on or before [date], to

**Settlement Administrator
Title
Address
Phone
XXXX**

If you do not submit a properly completed Claim Form and executed Release postmarked on or before [date], then your claim will not be timely, you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release.

This Claim Form will be used only 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 to process your payment, and**
- (2) To allow you to express interest in a job offer as a result of the settlement.**

NOTE: This Claim Form 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 (print and/or write legibly).

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

It is very important that you notify BEK at the address below if your address or phone number changes within the next twelve months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the address:

Settlement Administrator

Title

Address

Phone

XXXX

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

For purposes of this settlement, it is necessary to verify your race:

- Caucasian/White African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native

Step 2: Inform us if you are interested in a Warehouse Trainee Full-Time position and if you have previously worked for or currently work for BEK (choose all that apply):

- Yes, I am interested in a **Warehouse Trainee Full-Time** position with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140. I understand that to be eligible for a job, I must (1) not be a current BEK employee; (2) be eligible for rehire with BEK, if previously employed; (3) complete an updated on-line application with BEK; (4) meet qualifications that are required for the open position – which include, but are not limited to, possessing a high school diploma or GED and agreeing to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check, and post-offer physical – and as applicable, a DOT drug screen and a DOT background check), and for the Store Stocker position, hold or be eligible to hold, TABC certification; (5) be eligible to work in the United States; (6) satisfaction of Federal Form I-9 requirements and verification of employment eligibility through the E-Verify system; and (7) agree to accept work hours, wages, overtime, and shift requirements according to BEK's needs and assignments.
- No, I am not interested in a **Warehouse Trainee Full-Time** position with BEK at its facility located at 7650 Will Rogers Blvd., Fort Worth, Texas 76140.
- I am currently employed by BEK in the position of _____ at BEK's facility in _____ (city/state).
- I was previously employed by BEK:
Name at time of employment: _____
BEK Location: _____
Dates of employment: _____

Step 3: Sign and return along with the signed Release Form

I certify the above information is true and correct.

Signature

Date

ATTACHMENT 4A
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Ben E. Keith Company (dba "Fort Worth/Waco Beer & Fleet Main" and hereinafter "BEK Beverage") paying you money and providing a potential job offer, you agree that you will not file any lawsuit against BEK Beverage for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Store Stocker Part-Time positions. It also says that BEK Beverage 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 or a potential job offer.

In consideration of the payment of at least \$ [redacted] (less deductions required by law) and a potential job offer for a Store Stocker Part-Time position by BEK Beverage to me, which I agree is acceptable, I _____ agree to the following:

I.

I hereby waive, release and forever discharge BEK Beverage, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, representatives, agents, attorneys, successors, affiliates 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 non-selection for employment as a Store Stocker Part-Time on the basis of my race and/or gender at any time through the effective date of this Release.

II.

I understand that BEK Beverage denies that it treated me unlawfully or unfairly in any way and that BEK Beverage 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 potential job offer described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on September 15, 2014. I further agree that the payment of the aforesaid sum and potential job offer by BEK Beverage to me is not to be construed as an admission of any liability by BEK Beverage.

III.

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

IV.

I understand that if I do not sign this Release and return it to BEK Beverage by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law) or potential job offer for a Store Stocker Part-Time position from BEK Beverage.

IN WITNESS WHEREOF, I have signed this document on this _____ day of

_____, 20__.

Signature

IV.

I understand that if I do not sign this Release and return it to BEK Beverage by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law) or potential job offer for a Store Stocker DOT/CDL position from BEK Beverage.

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

Signature

ATTACHMENT 4C
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Ben E. Keith Company (dba "Fort Worth/Waco Beer & Fleet Main" and hereinafter "BEK Food") paying you money and providing a potential job offer, you agree that you will not file any lawsuit against BEK Food for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Non-DOT Route Service Associate Trainee positions. It also says that BEK Food 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 or a potential job offer.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and a potential job offer for a Non-DOT Route Service Associate Trainee position by BEK Food to me, which I agree is acceptable, I _____ agree to the following:

I.

I hereby waive, release and forever discharge BEK Food, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, representatives, agents, attorneys, successors, affiliates 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 non-selection for employment as a Non-DOT Route Service Associate Trainee on the basis of my race and/or gender at any time through the effective date of this Release.

II.

I understand that BEK Food denies that it treated me unlawfully or unfairly in any way and that BEK Food 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 potential job offer described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 6, 2014. I further agree that the payment of the aforesaid sum and potential job offer by BEK Food to me is not to be construed as an admission of any liability by BEK Food.

III.

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

IV.

I understand that if I do not sign this Release and return it to BEK Food by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law) or potential job offer for a Non-DOT Route Service Associate Trainee position from BEK Food.

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

Signature

ATTACHMENT 4D
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Ben E. Keith Company (dba "Fort Worth/Waco Beer & Fleet Main" and hereinafter "BEK Food") paying you money and providing a potential job offer, you agree that you will not file any lawsuit against BEK Food for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Warehouse Trainee Full-Time positions. It also says that BEK Food 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 or a potential job offer.

In consideration of the payment of at least \$_____ (less deductions required by law) and a potential job offer for a Warehouse Trainee Full-Time position by BEK Food to me, which I agree is acceptable, I _____ agree to the following:

I.

I hereby waive, release and forever discharge BEK Food, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, representatives, agents, attorneys, successors, affiliates 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 non-selection for employment as a Warehouse Trainee Full-Time on the basis of my race and/or gender at any time through the effective date of this Release.

II.

I understand that BEK Food denies that it treated me unlawfully or unfairly in any way and that BEK Food 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 potential job offer described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 6, 2014. I further agree that the payment of the aforesaid sum and potential job offer by BEK Food to me is not to be construed as an admission of any liability by BEK Food.

III.

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

IV.

I understand that if I do not sign this Release and return it to BEK Food by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law) or potential job offer for a Warehouse Trainee Full-Time position from BEK Food.

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

Signature