

## **CONCILIATION AGREEMENT**

Between  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
And  
C&S SERVICES LLC  
216 FORRESTER DRIVE  
GREENVILLE, SOUTH CAROLINA 29607

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Greenville SC facility of C&S Services LLC, a wholly-owned subsidiary of C&S Wholesale Grocers, Inc. (collectively "C&S") located at 216 Forrester Drive, Greenville, South Carolina 29607 on July 19, 2007, and found that C&S was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3. OFCCP notified C&S of the specific violations found and the corrective actions required in a Notice of Violation issued on July 27, 2009 and Show Cause Notice issued on February 15, 2012. 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 C&S enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for C&S'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 C&S violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review C&S's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. With reasonable advance notice, C&S will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested in accordance with 41 CFR 60-1.43.
3. Nothing in this Agreement relieves C&S of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. C&S will not 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 and signed by all parties.
7. If 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 OFCCP's Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire 60 calendar days after C&S submits the final progress report required in Part IV (D), below, unless OFCCP notifies C&S in writing before the expiration date that C&S has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines C&S has met all of its obligations under the Agreement.
10. If C&S violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that C&S violated any term of the Agreement while it was in effect, OFCCP will send C&S a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) C&S will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement or cure the violation, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If C&S is unable to demonstrate that it has not violated the Agreement, is unable to cure any alleged violation, 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. C&S 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.

11. This Agreement does not constitute an admission by C&S of any violation of E.O. 11246, Section 503, VEVRAA or other laws, nor has there been an adjudicated finding that C&S violated any laws.
12. Each party shall bear its own fees and expenses with respect to this matter.
13. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this Agreement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

##### **A. STATEMENT OF VIOLATION.**

OFCCP found that C&S is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). During the period of January 1, 2006 through June 30, 2007, C&S discriminated against female applicants for full case Selector positions in the freezer, perishable and grocery warehouses. OFCCP found a statistically significant disparity in hiring based on sex.

##### **B. OFCCP'S FINDINGS.**

OFCCP's analysis of the applicant and hiring data demonstrates that C&S's selection process had an adverse impact on the hiring of female applicants for full case Selector positions in the freezer, perishable and grocery warehouses. Of (7)(E) female applicants (7)(E) or (7)(E) of females were hired, whereas of (7)(E) male applicants, (7)(E) or (7)(E) males were hired. This resulted in a hiring shortfall of 26 female applicants and a disparity that was statistically significant at (7)(E) standard deviations.

### C. REMEDY FOR AFFECTED CLASS.

C&S will cease and desist all selection procedures that resulted in discrimination against female applicants for full case Selector positions alleged in this Violation, as required by 41 CFR § 60-1.4(a)(1).

- 1) Notice. Within 30 calendar days of the Effective Date of this Agreement, C&S must notify the 100<sup>1</sup> female applicants who were not hired (“Affected Class Members”) and are listed at Attachment A of the terms of this Agreement by certified mailing to each Affected Class Member the Notice to Class Members (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), the Release of Claims under Executive Order 11246 (Attachment D, “Release”); and a postage paid return envelope. OFCCP acknowledges that the packet will also include a W-4 form. Affected Class members will have 30 calendar days from the date of the postmark on the envelope containing the Notice to return the completed “Information Verification & Employment Interest Form” and “Release of Claims under the Executive Order” to Nancy Glasheen. C&S will notify OFCCP of all letters returned as undeliverable within 30 calendar days of the last date on which the first mailing was confirmed as delivered or returned to C&S. OFCCP will then attempt to obtain and provide updated addresses to C&S within 30 calendar days of receiving the list from C&S. C&S will have an additional 60 calendar days from receipt of the list of Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the “Second Notice”) and to determine their interest in employment using Attachments B, C and D, as described above.
- 2) Eligibility. All Affected Class Members (listed on Attachment A) who sign and return the Release to C&S within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release (“Eligible Class Members”) will receive an equal share of the monetary settlement. Eligible Class Members, who indicate an interest in employment, will be eligible to be considered for full case Selector positions pursuant to this Agreement provided that the Affected Class Member meets the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member receives but does not return the Release and Interest Form to C&S within 30 days of the postmark date of the letter containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, C&S will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with C&S any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

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<sup>1</sup> Applicants with multiple applications were counted once as an Affected Class member.

All Affected Class Members who appear on the final list of Eligible Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with C&S.

- 3) Monetary Settlement. C&S agrees to distribute \$85,000 (\$77,350 in back pay and \$7,650 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all those on the final Eligible Class Members list. C&S 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, if so required by IRS regulations. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. C&S will disburse the monetary settlement within 60 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of C&S's receipt of a check to an Eligible Class Member returned as undeliverable, C&S will notify OFCCP of this fact via e-mail sent to Compliance Officer [REDACTED] (7)(C), (7)(E) @dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, C&S will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, C&S will make a second distribution, equal shares to all Eligible Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Eligible Class members who cashed at least one of their checks. C&S will mail the second distribution, if required, to such Affected Class Members within 170 calendar days after the initial date the checks were mailed to all Affected Class Members.

- 4) Offers of Employment. As full case Selector positions become available in the Freezer, Perishable or Grocery Warehouses, C&S will consider and make offers in writing via certified mail to the Eligible Class Members, not currently employed by C&S, who expressed interest in employment with C&S at its Greenville, South Carolina establishment referenced in this Agreement through a timely returned and appropriately completed Interest Form until 26 Eligible Class Members are offered full-time positions as full case Selectors, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and current starting hourly wage.

Eligible Class Members will be considered for hire in the order that C&S receives their Employment Interest Form, and will be considered for open full case Selector positions at the C&S Greenville establishment only. If C&S receives more than one response on any given day, those Eligible Class Members will be considered for

employment based on the date of their first original application to C&S. C&S will initiate its hiring of Eligible Class Members within 30 calendar days after the OFCCP notifies C&S of its approval of the final Eligible Class Member list and will complete its hiring obligations under this section within one (1) year of the Effective Date of this Agreement. If C&S is not able to make 26 offers of employment to Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within one (1) year, OFCCP may extend the hiring provision only of this Agreement for up to twelve (12) months or until C&S satisfies its employment obligations, whichever occurs first.

Eligible Class Members will be allowed at least 14 calendar days to report for work after receiving a written job offer from C&S provided that they pass all required pre-employment screenings, which includes a background check and drug screen. If any Eligible Class Member does not report to work on the day designated by C&S without providing C&S on or before that day notice of cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Class Member does not report to work within 5 calendar days of the original designated start date, C&S may withdraw the job offer and shall not be under obligation to hire such Eligible Class Member under this Agreement. Withdrawn offers for no-shows count as hires for purposes of tallying the 26 hires. Documentation of all hiring decisions, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Eligible Class Members hired into full case Selector positions pursuant to this Agreement must be paid at least \$11.20 per hour or the current starting wage rate, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated full case Selector employees. C&S must provide the Eligible Class Members the same training opportunities and opportunity to earn overtime and shift differentials as other similarly situated full case Selector employees.

- 5) Retroactive Seniority. Eligible Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of paid time off.
- 6) Selection Procedures. C&S will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for full case Selector positions are made in non-discriminatory manner, in compliance with 41 CFR 60-1.4(a).

#### D. NON-MONETARY REMEDIES.

C&S will ensure that all applicants are afforded equal employment opportunities. OFCCP acknowledges that C&S ceased using the paper application process and selection procedures in place during the first half of calendar year 2006, and changed its practices,

and/or policies which negatively affected the hiring of female applicants for full case Selector positions. C&S agrees to continue implementing the corrective actions detailed below.

- 1) Revised Hiring Process. As part of this Agreement, C&S agrees to provide OFCCP with an explanation of its current Hiring Process.
  - a) Review and Revisions Required: Within 60 calendar days of the effective date of this agreement, C&S will provide, in writing, the practices, policies and procedures it uses to select applicants for full case Selector positions in Greenville SC. Specifically, C&S will:
    - (i) provide a job description and selection process for full case Selector positions which describes the essential functions; other functions of the job; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
    - (ii) identify the specific, job-related qualification standards for full case Selector positions that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;
    - (iii) ensure all policies and qualification standards are uniformly applied to all applicants, including but not limited to ensuring that applicants are not placed into jobs based on gender stereotyping; and
    - (iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
  - b) Recordkeeping and Retention: C&S will ensure that applicants are tracked and decisions are documented at each step in the hiring process C&S will ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
  - c) Within 180 days of the Effective Date of this Agreement, C&S must provide training on the Revised Hiring Process to all individuals who are involved in any way in recruiting, selecting, or tracking applicants for full case Selector positions in Greenville SC. The training will include and is not limited to, instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. C&S will meet with management and all individuals responsible for the selection process in Greenville and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from this Agreement, are not retaliated against.

d) Monitoring: C&S will evaluate the individual components of the selection process until this agreement expires. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular gender, C&S will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (“UGESP”) codified at 41 C.F.R. Part 60-3. C&S agrees to maintain and make available to OFCCP records concerning the impact of the selection process for full case Selector positions. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## **2. RECORDKEEPING/ ADVERSE IMPACT ANALYSIS VIOLATION**

- A. **STATEMENT OF VIOLATION.** C&S failed to collect and maintain and preserve personnel and employment records and conduct hiring adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.
- B. **OFCCP’S SPECIFIC FINDING.** Specifically, during the review period, C&S failed to maintain records that reflected that it had conducted hiring adverse impact analyses as required by 41 C.F.R. §60-3.15A and 60-3.4.
- C. **REMEDY.** C&S will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. C&S will conduct hiring adverse impact analyses on personnel transaction activity at it at least an annual basis for the purpose of determining whether adverse impact exists against applicants based sex in hiring. If adverse impact is identified in the total selection process, C&S then will evaluate each individual component of the selection process to determine where adverse impact has occurred. If adverse impact is found to exist in any of the individual components of the selection process, and reflects a significantly statistical disparity adverse to a protected group, C&S will validate each such component in accordance with the UGESP or utilize selection procedures which do not result in adverse impact.

## **3. JOB LISTINGS**

- A. **STATEMENT OF VIOLATION.** During the period of January 1, 2006 through June 30, 2007, C&S failed to immediately list all employment openings with America’s Job Bank, the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-250.5(a)2-6.

- B. REMEDY. OFCCP acknowledges that C&S began to comply with the mandatory listing obligations in 2007. C&S will continue to list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to C&S, as required by 41 CFR 60-300.5(a)(2-6) (2014).

C&S will also continue to advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, the contractor shall provide updated information simultaneously with its next job listing.

#### **Part IV. REPORTS REQUIRED**

1. C&S must submit the documents and reports described below to: Assistant District Director—Columbia, United States Department of Labor, Office of Federal Contract Compliance Programs, 1835 Assembly Street, Strom Thurmond Federal Building, Room 608, Columbia, South Carolina 29291.

A. Within 60 calendar days of the Effective Date of this Agreement C&S must submit a copy of its Hiring Process and Other Corrective Actions described in Part III, Section 1D.

B. Within 210 calendar days of the Effective Date of this Agreement, C&S must submit documentation that all managers, supervisors and other personnel who currently are involved in recruiting, selecting, or tracking applicants for full case Selector positions have been trained on its equal employment opportunity policies and procedures it uses to select applicants for full case Selector positions. The documentation must include the dates, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

C. Within the prescribed timeframes, C&S must submit all documents and information referenced in Part III, Section 1C. Such documents and information may include, but are not limited to, letters returned as undeliverable, a list of individuals in the affected class who have not returned a signed Interest Form before the deadline, and a list of Eligible Class Members. If C&S makes a second distribution of funds as specified in Part III, Section 1C paragraph 3, C&S will submit the documentation described in D1 below within 30 days after the last check clears the bank.

D. C&S must submit two progress reports, each covering a six-month period. The first six month period will run from January 1, 2016 through June 30, 2016, and the first report shall be due on Monday, August 1, 2016. The second report shall cover the period July 1, 2016 through December 31, 2016, and shall be due on January 31, 2017. C&S will submit the following in each progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in Part III, Section 1C. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the date of delivery to the Class Member's address, the check number, the amount of the check and the date the check cleared the bank. C&S must provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who were hired and/or offered employment for full case Selector positions in accordance with this Agreement, including name, date of offer or hire, job title hired into, location, and rate of pay, proof of retroactive paid time off tenure credit;
- 3) For Eligible Class Members who expressed interest in employment on the Interest Form and applied for employment, pursuant to the terms of this Agreement, but were not hired, C&S will provide the reason for rejection along with all relevant documentation (*e.g.*, documentation that the Eligible Class Member declined a job offer).
- 4) The total number of qualified applicants, job offers and hires and the breakdown by gender of qualified applicants and hires for full case Selector positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to full case Selector work at C&S by a staffing firm or employment agency;
- 5) For full case Selector positions, the results of C&S analysis as to whether its total selection process has adverse impact for gender, as defined in 41 C.F.R. § 60-3.4D, (for purposes of the adverse impact analysis, C&S must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; C&S must combine the data for the Report I with Report II, to analyze at least a 12-month period);
- 6) 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 C&S

evaluation of the individual components of the selection process for adverse impact;

7) The actions taken by C&S upon determining that any component of the selection process has an adverse impact on members of groups set forth in Paragraph 5 of the progress report requirements, immediately above;

8) Documentation that C&S (a) listed all employment openings, as defined by 41 CFR 60-300.5(a) 2-6 with the appropriate employment service delivery system where the openings occur, along with; (b) report on the number of referrals and the number of hires from those listings; (c) provided information about the job vacancy in a manner and format permitted by the employment service delivery system; (d) advised the employment service delivery system that it is a federal contractor and it desires priority referrals from the state of protected veterans for job openings at all locations within the state; and (e) provided to the state employment service delivery system the name and location of the Greenville facility and the contact information for the individual(a) responsible for hiring at that location.

2. C&S will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.
3. C&S will also ensure that it has updated its affirmative action program(s) to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300 (2014), and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741 (2014).

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**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and C&S Wholesale Grocers, Inc.

The person signing this Conciliation Agreement on behalf of C&S Wholesale Grocers, Inc. personally warrants that he is fully authorized to do so, that C&S Wholesale Grocers, Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on C&S Wholesale Grocers, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and C&S Wholesale Grocers, Inc.

**(6), (7)(C)**

**Jaime Powell**  
Vice President, Labor & Employment Law  
C&S Wholesale Grocers, Inc.  
10 Optical Drive  
Keene, New Hampshire 03431

Date: 12/11/2015

**(6), (7)(C)**

**Ralph Haile**  
Assistant District Director – Columbia  
Office of Federal Contract Compliance  
Programs

Date: 12/15/2015

**(6), (7)(C), (7)(E)**

Compliance Officer – Columbia  
Office of Federal Contract Compliance  
Programs

Date: 12/15/2015

**(6), (7)(C)**

**Samuel Maiden**  
Southeast Regional Director  
Office of Federal Contract Compliance  
Programs

Date: 12/16/2015

**(6), (7)(C)**

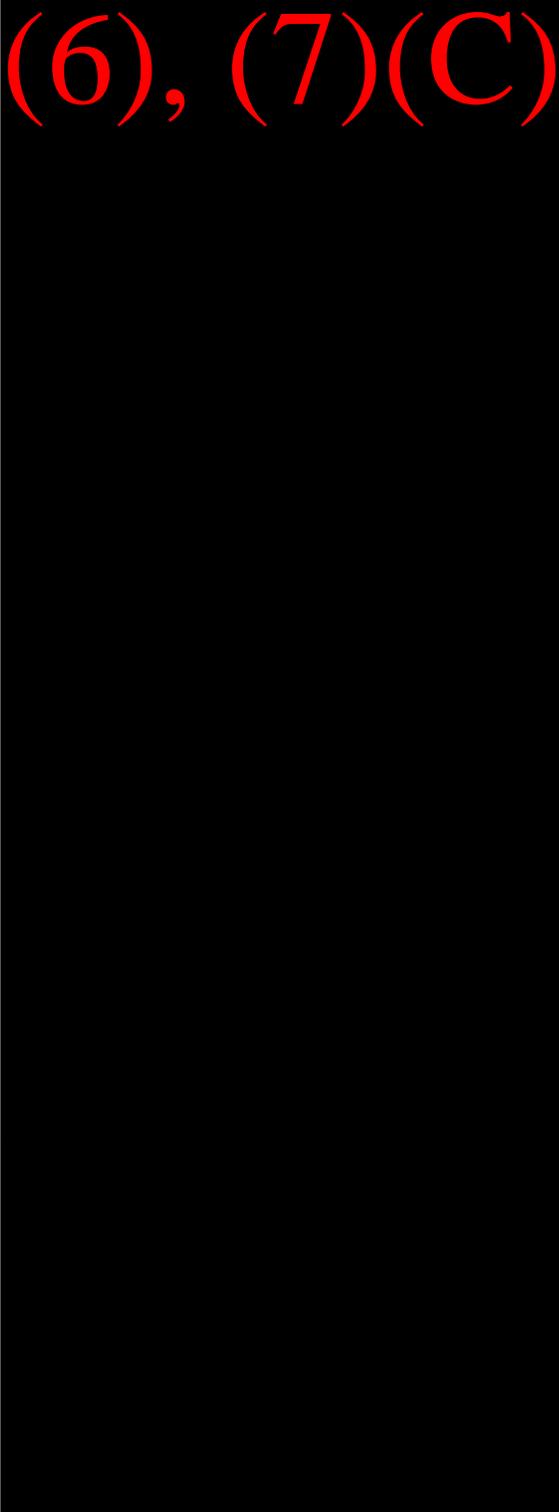
**Pamela Quinn**  
District Director – Charlotte  
Office of Federal Contract Compliance  
Programs

Date: 12/15/2015

**ATTACHMENT A**

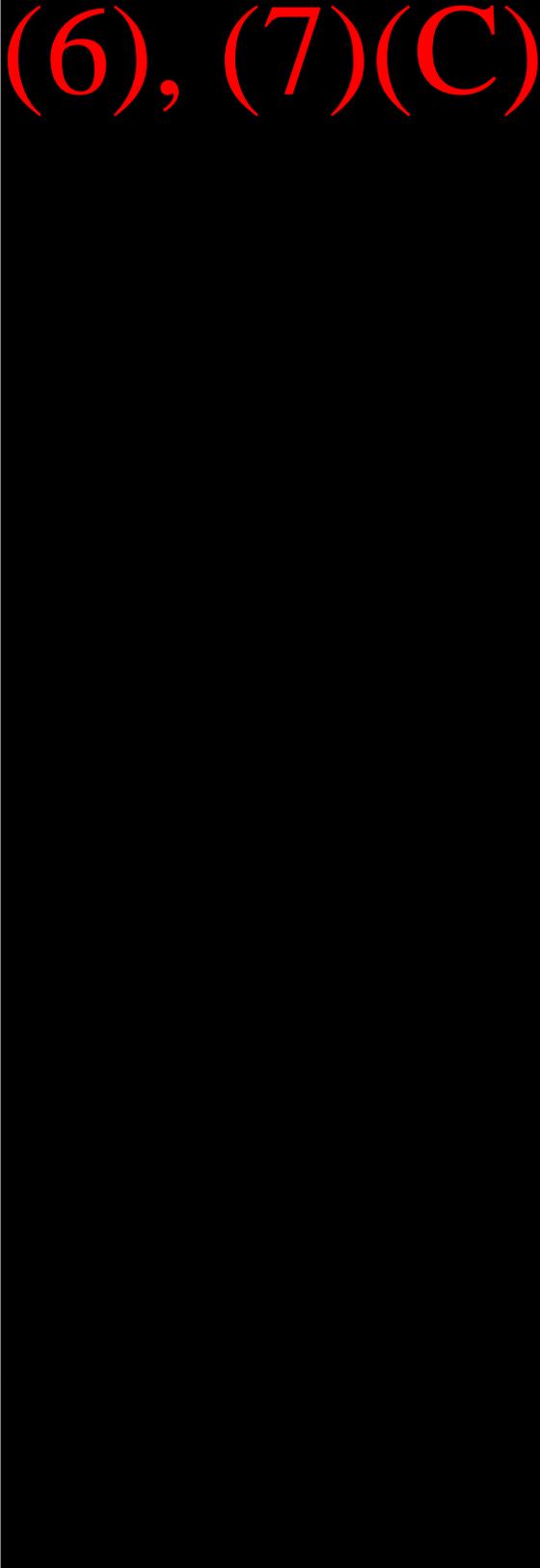
**FEMALE AFFECTED CLASS MEMBERS-JOB GROUP 7B – Full Case Selector**

(6), (7)(C)



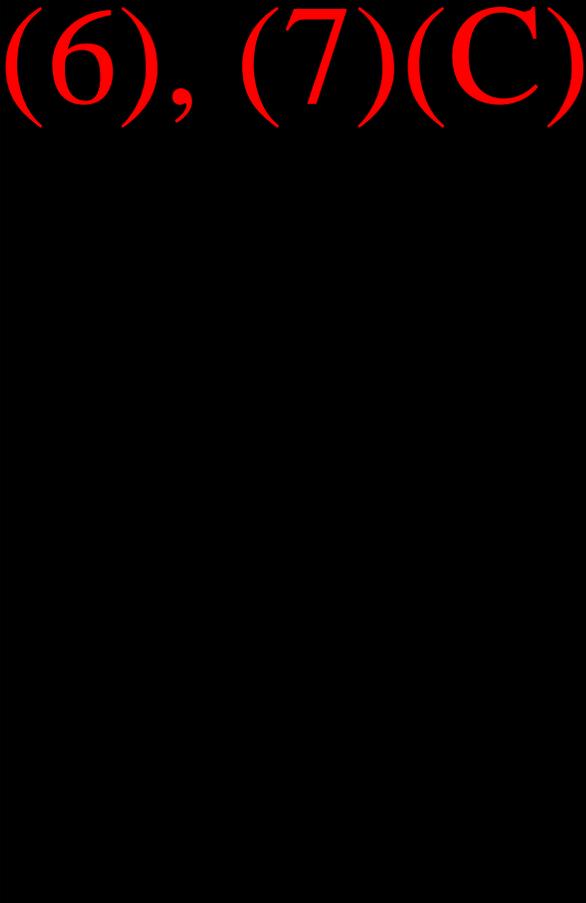
C&S Services LLC  
Conciliation Agreement

(6), (7)(C)



C&S Services LLC  
Conciliation Agreement

(6), (7)(C)



\*Applicants name appeared more than once on the applicant flow log. Duplicate names were removed from class member list.

*You may be eligible to get money and a job offer  
because of a legal settlement between C&S  
Wholesales Grocers, Inc. 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 C&S Services LLC, a wholly-owned subsidiary of C&S Wholesale Grocers, Inc. (collectively "C&S") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment with C&S Services LLC.*

**ARE YOU AFFECTED?**

Women who applied for employment as full case selectors in the grocery, produce or frozen warehouses at C & S Services LLC located at 2116 Forrester Drive, Greenville, South Carolina 29607 during the time period listed are covered by this settlement.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of C&S's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of C&S's hiring process and selection procedures revealed that, during the period of January 1, 2006 through June 30, 2007, C&S failed to hire female applicants for Selector positions at the same rate it hired male applicants. OFCCP found a statistically significant disparity in hiring based on sex.

Ultimately, OFCCP issued a Notice of Violation against C&S on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that resolves the open compliance review.

As a result the company must pay money to women who applied at the specific location during the dates above.

## **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a full case Selector position in the freezer, perishable, or grocery warehouses during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$850.00** (before required taxes are taken out). This payment represents your share of back wages and other payments C&S is making to close the compliance review. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) C&S will be making job offers for full case Selector positions in Greenville SC to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. It is not guaranteed that you will be hired as a Selector. If you are interested in a full case Selector job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, 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 read this Notice and the Claim Form carefully and any other information you received from the Department of Labor. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form the issuance. There are instructions on the form about how to mail it.

**The Claim Form must be received within 30 days of the postmark date.**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by 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 so that they are received by the deadline of 30 days from the postmark on your envelope to receive**

**any money or consideration for job opportunities or any other relief provided to you by the settlement.**

**HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Compliance Officer (7)(C), (7)(E) at (7)(C), (7)(E)

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## Claim Form – Affected Applicants

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

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

**DEADLINE TO RESPOND IS WITHIN 30 DAYS OF THE POSTMARK**

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

To receive an award (such as money or a job offer), you must complete and return two documents: this Claim Form and the separate Release Form and ensure that both are received at C&S not later than 30 days from the postmark on the envelope:

C & S Wholesale Grocers  
ATTN: Nancy Glasheen  
10 Optical Avenue  
Keene, New Hampshire 03431  
Office: 603-354-7465 (Direct)

If you do not submit a properly completed Claim Form and Release Form on or before the 30<sup>th</sup> day after the postmark on your envelope, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job offer.

Enclosed is a stamped, pre-addressed envelope you can use.

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

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

**Step 1: Please confirm the following contact information to process your payment (print legibly).**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide your social security number \_\_\_\_ - \_\_\_\_ - \_\_\_\_**  
*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

**Compliance Officer (7)(C), (7)(E)**  
**U.S. Department of Labor, Office of Federal Contract Compliance Programs**  
**1835 Assembly Street, Room 608**  
**Columbia, South Carolina 29201**  
**Phone: (7)(C), (7)(E) or Email: (7)(C), (7)(E)@dol.gov**

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

**You can watch the C&S video that demonstrates what a Full Case Selector job involves:**  
<https://www.youtube.com/watch?v=0eKCH6EMuPw>

- Yes, I am still interested in a full case Selector position with C & S Wholesale Services.
- No, I am not currently interested in a position with C & S Wholesale Services.
- I am currently employed by C & S Wholesale Services.

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

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for C & S Wholesale Services LLC, a wholly-owned subsidiary of C&S Wholesale Grocers, Inc., (C&S) paying you money, you agree that you will not file any lawsuit against C&S for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that C&S Wholesale Grocers does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$850.00 (less deductions required by law) by C&S Wholesale Grocers to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge C&S Wholesale Grocers, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

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

III.

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

I understand that if I do not sign this Release and return it to Nancy Glasheen, such that it is received within 30 days from postmark, I will not be entitled to receive any payment.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_