

CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS
AND
COCA-COLA REFRESHMENTS USA, INC.

Part I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Coca-Cola Refreshments USA, Inc. ("CCR") establishment located at 3350 Pembroke Road, Hollywood, Florida, beginning on December 5, 2016. OFCCP found that CCR failed to comply with Executive Order 11246, as amended ("E.O. 11246" or "the Executive Order") and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

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

Part II: GENERAL TERMS AND CONDITIONS

1. In exchange for CCR's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if CCR violates any provision of this Agreement, as set forth in paragraph 10 below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review CCR's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CCR will permit access to its premises during normal business hours for these purposes¹ and CCR will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. This Agreement does not constitute an admission by CCR of any violation of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam

¹ CCR no longer owns or operates the facility located at 3350 Pembroke Road, Hollywood, Florida and therefore cannot grant OFCCP access to the premises. CCR commits that it will work with the current owner of the facility to facilitate access for OFCCP if needed.

Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 C.F.R. Chapter 60, or other laws, nor has there been an adjudicated finding that CCR violated any laws.

4. Nothing in this Agreement relieves CCR of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.
5. CCR agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day that it is signed by the Regional Director of the Southeast Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after CCR submits its final progress report required in Part IV, below, unless OFCCP notifies CCR in writing before the expiration date that CCR has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that CCR has met all of its obligations under the Agreement.
11. If CCR violates this Agreement:
 1. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - a. If OFCCP believes that CCR violated any term of the Agreement while it was in effect, OFCCP will send CCR a written notice stating the alleged violations and summarizing any supporting evidence.
 - b. CCR will have (15) calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

c.If CCR is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

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

2. CCR may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violating this Agreement.

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

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

14. Each party shall bear its own fees and expenses with respect to this matter.

15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. ALLEGED VIOLATION AND REMEDIES

A. ALLEGED VIOLATION

Personnel activity data provided by CCR for the period of January 1, 2015 – June 30, 2016 revealed that from a qualified pool of (b)(6) applicants interviewed for Merchandiser positions, CCR selected (b)(6) of (b)(6) male applicants or (b)(7)(E) and (b)(6) of the (b)(6) female applicants or (b)(7)(E). This difference in selection rate is statistically significant at the level of (b)(6) standard deviations with a shortfall of seven (7) women selections. After examining personnel records, interviewing company officials, and considering anecdotal evidence gathered during the compliance evaluation, OFCCP determined that this practice of disproportionately selecting men was based on sex and not legitimate differences in qualifications. Accordingly, OFCCP finds that CCR has discriminated against

16 women applicants, in violation of 41 C.F.R. § 60-1.4(a)(1).

B. FINANCIAL REMEDY:

1. **Notice.** Pursuant to the dates agreed upon in Attachment D (“Timeline”), CCR will notify the Applicants listed in Attachment A (“Affected Applicants” List) of the terms of this Agreement by FedEx and provide the Notice, Interest Form and the Release Form included in Attachment B (or “First Notice documents”), and a postage paid return envelope. Affected Applicants must return the completed Interest and Release Forms to CCR by the deadline included in the notice documents. Pursuant to the dates indicated in the Timeline, CCR will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to CCR. CCR will use these updated addresses to notify the individuals of their status as Affected Applicants and provide them with a second mailing of the documents described above (“Second Notice” documents, included as Attachment C).
2. **Eligibility.** All Affected Applicants who sign and return the Interest, and Release forms to CCR by the deadline set forth in the notice documents (“Eligible Applicants”) will be eligible for a payment. If an Affected Applicant receives but does not return the Release and Interest Forms to CCR by the prescribed deadline, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, CCR will provide OFCCP with a list of the Eligible Applicants, OFCCP will approve the final list of Eligible Applicants, and include a final distribution amount for each Eligible Applicant and/or discuss with CCR any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. **Monetary Settlement.** CCR agrees to distribute \$118,086.02, which represents \$107,293.02 in back pay (\$101,825.99) and interest (\$5,467.04) and a lump sum of \$10,793.00 in lieu of job offers, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employers and Eligible Applicants’ share of FICA and FUTA taxes) to the applicants on the final Eligible Applicants list. CCR shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, CCR will notify OFCCP of the receipt of a check to an Eligible Applicant that was returned as undeliverable. CCR will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(E) at

(b)(7)(C), (b)(7)(E)@dol.gov. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the Eligible Applicant, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise CCR of the address and CCR will re-mail the check to an alternate or corrected address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void. With respect to any uncashed funds, CCR will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check. CCR will mail the second distribution to such Eligible Applicants by the date specified in the Timeline.

PART IV: REPORTING ON CORRECTIVE ACTION REQUIRED IN CONCILIATION AGREEMENT

- A. CCR will submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: District Director
909 1st Avenue, Room 722
Miami, Florida 33131

CCR will submit a progress report covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Agreement goes into effect and must cover the six-month period beginning with the Agreement going into effect. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. CCR will submit the following in each progress report:

Documentation of monetary payments to all Eligible Applicants as specified in Part III of this Agreement. The documentation must include the names of Eligible Applicants who were paid, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. Upon request, CCR will provide OFCCP with proof that the checks cleared the bank.

CCR's reporting obligations terminate once a report has been submitted evidencing that all Eligible Applicants have received their checks and the checks cleared the bank.

- B. CCR 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.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between CCR and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither CCR nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

ATTACHMENTS

- A. List of Affected Applicants
- B. First Notice Documents
 - B-1-Notice (First Mailing)
 - B-2 Interest Form (First Mailing)
 - B-3 Release Form (First Mailing)
- C. Second Notice Documents
 - C-1-Notice (Second Mailing)
 - C-2 Interest Form (Second Mailing)
 - C-3 Release Form (Second Mailing)
- D. Timeline

PART V: SIGNATURES

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

(6), (7)(C)

Alisa M. Fiser
Vice President, Human Resources
The Coca-Cola Company

DATE: 5/20/19

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

Compliance Officer
Miami District Office
Southeast Region

DATE: 5/21/2019

(6), (7)(C)

E. Michelle Hernandez
District Director
Miami District Office
Southeast Region

DATE: 5/21/2019

(6), (7)(C)

Samuel Maiden
Regional Director
Southeast Region

DATE: 5/23/2019

Attachment A: List of Affected Applicants

Candidate ID	Last Name	First Name	Online Application Date
1	(7)(C)		03/23/2015
2			04/27/2015
3			06/22/2015
4			12/07/2015
5			02/22/2015
6			08/03/2015
7			08/14/2015
8			08/03/2015
9			08/24/2015
10			03/05/2016
11			01/27/2016
12			04/01/2016
13			04/01/2016
14			04/30/2016
15			05/02/2016
16			05/05/2016

You may be eligible to get money because of a legal settlement between Coca-Cola Refreshments USA, 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 Coca-Cola Refreshments USA, Inc. ("CCR") 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.

ARE YOU AFFECTED?

Women who applied, were interviewed, and were not hired for Merchandiser positions at CCR's Hollywood, Florida facility between January 1, 2015 and June 30, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CCR's hiring practices during January 1, 2015 and June 30, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP's analysis of CCR's hiring procedures revealed that, during the period reviewed, CCR discriminated against women in hiring for Merchandiser positions. CCR denies those claims. Ultimately, OFCCP and CCR have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle violations alleged by OFCCP.

As a result, CCR has agreed to pay money to women who applied, were interviewed and were not hired for Merchandiser positions at this facility during the time period described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied and were interviewed by CCR for the Merchandiser during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

You may be eligible to receive a payment of at least \$7,380.37 (before statutory adjustments). This amount represents your share of back wages and other payments CCR is making to settle the lawsuit. The final amount you will receive will be reduced

by deductions for items such as income tax withholding and Social Security contributions.

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

Note: Any check issued as a result of this Agreement will be void 180 calendar days after the date indicated on the check.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release), to:

Millie Bennett
Director Workplace Fairness and Compliance
One Coca-Cola Plaza, NAT 18-A0216
Atlanta, Georgia 30313

DEADLINE: The forms must be postmarked by [INSERT specific date]

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

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

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b)(7)(C), (b)(7)(E) at 305-536-5670 or (b)(7)(C), (b)(7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Interest Form

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT

DEADLINE: This form must be completed and post-marked by [INSERT SPECIFIC DATE]

You may be eligible for a money payment from the settlement.

To receive benefits (such as money), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

Millie Bennett
Director Workplace Fairness and Compliance
One Coca-Cola Plaza, NAT 18-A0216
Atlanta, Georgia 30313

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement.**

Note: Any check issued as a result of this Agreement will be void 180 calendar days after the date indicated on the check.

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

The Interest Form will only be used for the following purpose:

To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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

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

Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

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

Date of Birth: _____

Your date of birth is required in order to process your payment for tax purposes. Your date of birth will not be used for any other purpose.

My gender is:

Male

Female

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest Form, the Notice, or the settlement.

Compliance Officer (7)(C), (7)(E)

OFCCP Miami District Office

909 SE 1st Avenue, Room 722

Miami, Florida 33131

Telephone: 305-536-5670 Email: (7)(C), (7)(E)@dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

B-3 Release Form (First Mailing)

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 Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Merchandiser positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$7,380.37 (plus employer Social Security contributions and less payroll deductions required by law) by CCR to me, which I agree is acceptable, I (print name)
_____ agree to the following:

I.

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

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR 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 review initiated by OFCCP on December 5, 2016. I further agree that the payment of the aforesaid sum by CCR to me is not to be construed as an admission of any liability by CCR.

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 CCR within the deadline set forth in the enclosed Notice, I will not be entitled to receive any payment (less deductions required by law) from CCR.

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

_____, 20__.

Signature

You may be eligible to get money because of a legal settlement between Coca-Cola Refreshments USA, 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 Coca-Cola Refreshments USA, Inc. ("CCR") 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.

ARE YOU AFFECTED?

Women who applied, were interviewed, and were not hired for Merchandiser positions at CCR's Hollywood, Florida facility between January 1, 2015 and June 30, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CCR's hiring practices during January 1, 2015 and June 30, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP's analysis of CCR's hiring procedures revealed that, during the period reviewed, CCR discriminated against women in hiring for Merchandiser positions. CCR denies those claims. Ultimately, OFCCP and CCR have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle violations alleged by OFCCP.

As a result, CCR has agreed to pay money to females who applied, were interviewed and were not hired for Merchandiser positions at this facility during the time period described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied and were interviewed by CCR for the Merchandiser during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

You may be eligible to receive a payment of at least \$7,380.37 (before statutory adjustments). This amount represents your share of back wages and other payments CCR is making to settle the lawsuit. The final amount you will receive will be reduced

by deductions for items such as income tax withholding and Social Security contributions.

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

Note: Any check issued as a result of this Agreement will be void 180 calendar days after the date indicated on the check.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release)to:

Millie Bennett
Director Workplace Fairness and Compliance
One Coca-Cola Plaza, NAT 18-A0216
Atlanta, Georgia 30313

DEADLINE: The forms must be postmarked by [INSERT specific date]

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

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

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b)(7)(C), (b)(7)(E) at 305-536-5670 or (b)(7)(C), (b)(7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Interest Form

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT

DEADLINE: This form must be completed and post-marked by [INSERT SPECIFIC DATE]

You may be eligible for a money payment from the settlement.

To receive benefits (such as money), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

Millie Bennett
Director Workplace Fairness and Compliance
One Coca-Cola Plaza, NAT 18-A0216
Atlanta, Georgia 30313

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement.**

Note: Any check issued as a result of this Agreement will be void 180 calendar days after the date indicated on the check.

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

This Interest Form will only be used for the following purpose:

To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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

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

Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

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

Date of Birth: _____

Your date of birth is required in order to process your payment for tax purposes. Your date of birth will not be used for any other purpose.

My gender is:

Male

Female

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest Form, the Notice, or the settlement.

Compliance Officer (7)(C), (7)(E)

OFCCP Miami District Office

909 SE 1st Avenue, Room 722

Miami, Florida 33131

Telephone: 305-536-5670 Email: (7)(C), (7)(E)@dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

C-3 Release Form (Second Mailing)

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 Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Merchandiser positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$7,380.37 (plus the employer's share Social Security contributions and less deductions required by law) by CCR to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

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

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR 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 review initiated by OFCCP on December 5, 2016. I further agree that the payment of the aforesaid sum by CCR to me is not to be construed as an admission of any liability by CCR.

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 CCR within the deadline set forth in the enclosed Notice, I will not be entitled to receive any payment (less deductions required by law) from CCR.

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

_____, 20__.

Signature

ATTACHMENT D- TIMELINE

ACTIVITY	DATE
CCR Mails First Notice Documents	Within 30 days after Effective Date
Postmark Deadline for Affected Applicants to Reply to First Notice	Within 30 days after date of mailing first notice
CCR Notifies OFCCP of Undeliverable Mailings	Within 30 days after mailing first notice
OFCCP Provides Updated Contact Information to CCR	Within 21 days after CCR provides notice of undeliverable mailings
CCR Mails Second Notice Documents	Within 15 days after receiving updated contact information from OFCCP
Postmark Deadline for Affected Applicants to Reply to Second Notice	Within 30 days after date of mailing second notice
CCR Provides List of its Determination of Eligible Applicants	Within 21 days of postmark deadline for eligible applicants to reply to second notice
OFCCP Reviews and Approves Final List and Distribution Amounts	Within 15 days after receipt of list of eligible applicants
CCR Mails Back pay Checks	Within 30 days after OFCCP provides notice of approval of the final list and distribution amounts

ACTIVITY	DATE
CCR Notifies OFCCP of Any Checks Returned as Undeliverable	Within 15 days of receipt of undeliverable notice(s)
OFCCP Provides Updated Addresses	Within 21 days after CCR provides notice of undeliverable mailing(s)
CCR Mails Back pay Checks to New Addresses	Within 21 days after receiving updated contact information from OFCCP