

CONCILIATION AGREEMENT

Between

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

And

DERST BAKING COMPANY

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Derst Baking Company, ("Derst") facility located at 1311 Mills B. Lane Boulevard, Savannah, Georgia and found that Derst was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Derst of the specific violations found and the corrective actions required in a Notice of Violation issued on March 20, 2017. 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 Derst 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 Derst'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 Derst 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 Derst'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. Derst will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves Derst 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, as amended, 38 U. S. C. 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Derst 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, 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 will expire 60 calendar days after Derst submits the final progress report required in Part IV, below, unless OFCCP notifies Derst in writing prior to the expiration date that Derst has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Derst has met all of its obligations under the Agreement.
9. **If Derst violates this Conciliation Agreement,**
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Derst violated any term of the Agreement while it was in effect, OFCCP will send Derst a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Derst will have 15 calendar 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** Derst 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. Derst 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.

10. This Agreement does not constitute an admission by Derst of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Derst violated any laws.
11. 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 settlement, 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. **VIOLATION:** Personnel activity data provided by Derst for the period January 1, 2013 through December 31, 2014, revealed that from a qualified pool of (7)(E) Black applicants for Production Helper and Checker Loader positions, Derst selected (7)(E) or (7)(E) of Black applicants. From a qualified pool of (7)(E) White applicants, Derst selected (7)(E) or (7)(E) of White applicants. This disparate selection rate is statistically significant at the level of (7)(E) standard deviations adverse to Black applicants with a shortfall of 5 Black hires. OFCCP's review also included: examining personnel records; and interviewing the selection official, human resources personnel, employees, and rejected applicants. Based on this statistical and anecdotal evidence, gathered during the investigation, OFCCP finds that Derst has discriminated against 505 qualified Black applicants not hired into Production Helper and Checker Loader positions because of their race, in violation of 41 CFR 60-1.4(a)(1).¹

CORRECTIVE ACTION: Derst will: (a) attempt to locate all 505 affected applicants and provide those located with make whole remedies; (b) as vacancies occur, make job offers to the affected applicants until 5 are placed in Production Helper, Checker Loader, or similar positions at the current rate of pay, with retroactive seniority and benefits based on that seniority; (c) prevent retaliation, harassment and any other form of reprisal or adverse actions to the affected applicants; (d) review the selection process and eliminate those policies or practices that may have led to the discrimination; (e) develop procedures to review, at least annually, the selection process for the purpose of ensuring nondiscrimination; (f) provide training to all managers and other employees involved in the selection process for Production Helper and Checker Loader positions; and (g) take action to ensure that this violation ceases and does not recur.

- A. **Notification and Eligibility of Class Members:** Within 20 calendar days of the Effective Date of this Agreement, Derst will provide, via certified mail, the following documents to the last known address of the 505 class members listed in Attachment A ("Class

¹ The evidence OFCCP gathered during its review demonstrates that Derst used a common pool during the selection process for hiring into Production Helper and Checker/Loader positions. Therefore, OFCCP used a combined pool for its analysis.

Members”): (1) the Notice to Class Members (Attachment B, “Notice”), (2) the Information Verification & Employment Interest Form (Attachment C, “Interest Form”), (3) the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and (4) a postage paid return envelope.

To be eligible for the distribution of back pay and/or jobs described in sections C and D below, Class Members must complete and mail the Interest Form and Release to Derst within the 30-day postmark deadline set forth in the Notice.

Within 10 calendar days after the deadline set forth in the Notice, Derst will notify OFCCP of all of the class members who did not respond, including the names of the class members whose Interest Form and Release were returned as undeliverable. OFCCP will have 30 calendar days from its receipt of such list to attempt to locate those class members, verify their updated addresses, and provide Derst with an updated address list. Derst will have 20 calendar days from receipt of this list to send another copy of the Notice along with the Interest Form, Release, and postage paid return envelope, as described above.

Within 10 calendar days after the response deadline set forth in the second Notice, Derst will provide OFCCP with a full list of the class members who submitted a fully executed Interest Form and Release within the deadlines described above. Within 10 calendar days after receiving the list, OFCCP will review the list, discuss with Derst any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals, and approve of a “Final List” of class members (“Eligible Class Members”).

Only the individuals on the Final List will receive a share of the monetary settlement and/or an offer of employment under the terms of this Agreement. The individuals on the Final List are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Derst.

For the purposes of this Notice section, the Derst contact will be SSI Settlement Services, Inc. at Toll Free 855-948-0321. OFCCP’s contact will be (7)(C), Compliance Officer at (7)(C)@dol.gov.

- B. Derst Monetary Settlement: Derst will provide back pay plus interest in the amount of \$122,874.42 in back pay and \$10,408.51 in interest to the Eligible Class Members. This monetary settlement will be distributed equally among all Eligible Class Members. Derst will mail each Eligible Class Member an IRS Form 1099 reporting the portion of the payment representing back pay, and the portion of the payment representing interest, if required. These IRS forms will be mailed during the applicable tax year in which the funds are disbursed.

Derst will disburse the monetary settlement within 20 calendar days after OFCCP approves the Final List. Within 15 calendar days of Derst's receipt of a check returned as undeliverable, Derst will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C)@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, Derst will re-mail the check within 15 calendar days of receiving an alternate or corrected address. 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 funds, Derst will distribute the remaining funds in equal shares to all Eligible Class Members who cashed their check. Derst will distribute these remaining funds within 30 calendar days of the uncashed checks becoming void.

- C. Derst Offers of Employment: As Production Helper and Checker/Loader positions become available, Derst will make bona fide full-time job offers, via certified mail, to Eligible Class Members who express interest in employment on the Interest Form, possess the qualifications for the open position(s), and are not currently employed by Derst. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage. Derst will make these job offers until 5 Eligible Class Members are offered positions, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Eligible Class Members will be considered for hire in the order that Derst receives their Interest Forms. If Derst 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 Derst. Derst will initiate its hiring process of Eligible Class Members within 30 calendar days after OFCCP notifies Derst of its approval of the Final List and must complete its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Derst is not able to make 5 offers of employment to Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision of this Agreement for up to 6 months or until Derst satisfies its employment obligations, whichever occurs first. Until the list of Eligible Class Members is exhausted, the Eligible Class Members will have priority over all other candidates for hire into the Production Helper and Checker/Loader positions.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If the Eligible Class Member does not report to work on the day designated by Derst without providing Derst on or before that day notice of good 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, Derst may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP pursuant to Part IV below.

Derst will provide the Eligible Class Members the same training opportunities as other similarly situated Production Helper and Checker/Loader employees.

D. 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 Eligible Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.

E. Training: Within 75 calendar days from the effective date of this Agreement, Derst shall conduct mandatory training for all of its human resource personnel, managers, and supervisors involved in the selection process for all Production Helper and Checker/Loader positions. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4 (a) (1), 41 CFR § 60-1.12 (a) and 41 CFR § 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity, and veteran status, and Derst' commitment to diversity and non-discriminatory hiring.

2. **VIOLATION**: During the period January 1, 2013 through December 31, 2014, Derst failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR 60-2.17(b)(2). Specifically, Derst did not evaluate personnel activity (applicant flow, hires, terminations and other personnel actions) to determine whether there are selection disparities.

CORRECTIVE ACTION: Derst will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR 60-2.17(b)(2). Derst will evaluate personnel activity (applicant flow, hires, terminations, and other personnel actions) to determine whether there are selection disparities.

PART IV. REPORTS REQUIRED

Derst agrees to furnish OFCCP with three (3) progress reports. Derst will submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs
Miguel A. Rivera, Jr., District Director-Miami
400 West Bay Street, Room 939
Jacksonville, Florida 32202

In each Progress Report, Derst will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with this

Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

1. The **first report** will be due within 7 months of the effective date of this Agreement and will include:
 - a) **Documentation of monetary relief provided to all Eligible Class Members as specified in Part III. The documentation shall include copies of all signed Interest Forms and Releases, and any canceled checks disbursed by Derst to Eligible Class Members, or other equivalent documentation verifying that all Eligible Class Members were paid;**
 - b) Documentation of all Eligible Affected Class Members who were offered and/or hired into Production Helper and Checker/Loader positions. The documentation will include all written job offers extended to Eligible Class Members; a list of the names of hired Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
 - c) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Derst determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and

If Derst has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken for the next reporting period to complete it.

2. The **second report** will be due within 360 calendar days from the effective date of the agreement and will include:
 - a) Documentation of all Eligible Class Members who were offered and/or hired into Production Helper and Checker/Loader positions. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
 - b) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Derst determined

they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If Derst has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts taken for the next reporting period to complete it;

- c) Documentation verifying that Derst provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
 - d) A description of: (1) the way(s) Derst revised its selection process to fill Production Helper and Checker/Loader vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to Derst's methods for tracking such information, including by race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring Derst's progress and program effectiveness;
 - e) Applicant flow log data identifying all applicants for the Production Helper and Checker/Loader positions during the reporting period specified above, including name, date of application, race, ethnicity, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason(s) for non-selection; and
 - f) Copies of the impact ratio analysis for the Production Helper and Checker/Loader positions conducted in accordance with Part IV. 2. (e) above for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, Derst will provide the results of its review and/or examination of each individual component in the selection process for the Production Helper position. Documentation will also include a detailed description of any actions taken by Derst to address the adverse impact found in its review.
3. The **third report** will be due within 704 calendar days from the effective date of the agreement and will include:
- a) Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Derst determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If Derst has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken to complete it;

- b) Applicant flow log identifying all applicants for the Production Helper and Checker/Loader positions during the reporting period specified above, including name, date of application, race, ethnicity, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection;
- c) Copies of the impact ratio analysis for the Production Helper and Checker/Loader positions conducted in accordance with Part IV. 3. (b) above for the reporting period specified above. **If** adverse impact exists, Derst will provide the results of its review and/or examination of each individual component in the selection process for Production Helper positions. Documentation will also include a detailed description of any actions taken by Derst to address the adverse impact found in its review; and

For each Class Member hired that completed the 90 day probationary period, Derst will submit documentation of date of retroactive seniority.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Derst Baking Company.

(6), (7)(C)

(6), (7)(C)

Gary Cartee
President
Derst Baking Company
1311 Mills B. Lane Boulevard
Savannah, Georgia 31405

Sam Maiden
Regional Director---Southeast
Office of Federal Contract Compliance
Programs

DATE: August 14, 2017

DATE: 8/21/2017

(6), (7)(C)

(6), (7)(C)

Charles E. Robinson
Assistant District Director
Jacksonville Area Office
Southeast Region

Miguel A. Rivera, Jr.
District Director
Miami District Office
Southeast Region

DATE: 8-16-2017

DATE: 8/21/2017

(6), (7)(C)

Compliance Officer
Jacksonville Area Office
Southeast Region

DATE: 8/16/2017

ATTACHMENT A

CLASS MEMBERS – PRODUCTION HELPER AND CHECKER/LOADER

| | | | | | |
|----|--------|----|--------|-----|--------|
| 1 | (7)(C) | 39 | (7)(C) | 77 | (7)(C) |
| 2 | (7)(C) | 40 | (7)(C) | 78 | (7)(C) |
| 3 | (7)(C) | 41 | (7)(C) | 79 | (7)(C) |
| 4 | (7)(C) | 42 | (7)(C) | 80 | (7)(C) |
| 5 | (7)(C) | 43 | (7)(C) | 81 | (7)(C) |
| 6 | (7)(C) | 44 | (7)(C) | 82 | (7)(C) |
| 7 | (7)(C) | 45 | (7)(C) | 83 | (7)(C) |
| 8 | (7)(C) | 46 | (7)(C) | 84 | (7)(C) |
| 9 | (7)(C) | 47 | (7)(C) | 85 | (7)(C) |
| 10 | (7)(C) | 48 | (7)(C) | 86 | (7)(C) |
| 11 | (7)(C) | 49 | (7)(C) | 87 | (7)(C) |
| 12 | (7)(C) | 50 | (7)(C) | 88 | (7)(C) |
| 13 | (7)(C) | 51 | (7)(C) | 89 | (7)(C) |
| 14 | (7)(C) | 52 | (7)(C) | 90 | (7)(C) |
| 15 | (7)(C) | 53 | (7)(C) | 91 | (7)(C) |
| 16 | (7)(C) | 54 | (7)(C) | 92 | (7)(C) |
| 17 | (7)(C) | 55 | (7)(C) | 93 | (7)(C) |
| 18 | (7)(C) | 56 | (7)(C) | 94 | (7)(C) |
| 19 | (7)(C) | 57 | (7)(C) | 95 | (7)(C) |
| 20 | (7)(C) | 58 | (7)(C) | 96 | (7)(C) |
| 21 | (7)(C) | 59 | (7)(C) | 97 | (7)(C) |
| 22 | (7)(C) | 60 | (7)(C) | 98 | (7)(C) |
| 23 | (7)(C) | 61 | (7)(C) | 99 | (7)(C) |
| 24 | (7)(C) | 62 | (7)(C) | 100 | (7)(C) |
| 25 | (7)(C) | 63 | (7)(C) | 101 | (7)(C) |
| 26 | (7)(C) | 64 | (7)(C) | 102 | (7)(C) |
| 27 | (7)(C) | 65 | (7)(C) | 103 | (7)(C) |
| 28 | (7)(C) | 66 | (7)(C) | 104 | (7)(C) |
| 29 | (7)(C) | 67 | (7)(C) | 105 | (7)(C) |
| 30 | (7)(C) | 68 | (7)(C) | 106 | (7)(C) |
| 31 | (7)(C) | 69 | (7)(C) | 107 | (7)(C) |
| 32 | (7)(C) | 70 | (7)(C) | 108 | (7)(C) |
| 33 | (7)(C) | 71 | (7)(C) | 109 | (7)(C) |
| 34 | (7)(C) | 72 | (7)(C) | 110 | (7)(C) |
| 35 | (7)(C) | 73 | (7)(C) | 111 | (7)(C) |
| 36 | (7)(C) | 74 | (7)(C) | 112 | (7)(C) |
| 37 | (7)(C) | 75 | (7)(C) | 113 | (7)(C) |
| 38 | (7)(C) | 76 | (7)(C) | 114 | (7)(C) |

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|-----|--------|-----|--------|-----|--------|
| 115 | (7)(C) | 153 | (7)(C) | 191 | (7)(C) |
| 116 | (7)(C) | 154 | (7)(C) | 192 | (7)(C) |
| 117 | (7)(C) | 155 | (7)(C) | 193 | (7)(C) |
| 118 | (7)(C) | 156 | (7)(C) | 194 | (7)(C) |
| 119 | (7)(C) | 157 | (7)(C) | 195 | (7)(C) |
| 120 | (7)(C) | 158 | (7)(C) | 196 | (7)(C) |
| 121 | (7)(C) | 159 | (7)(C) | 197 | (7)(C) |
| 122 | (7)(C) | 160 | (7)(C) | 198 | (7)(C) |
| 123 | (7)(C) | 161 | (7)(C) | 199 | (7)(C) |
| 124 | (7)(C) | 162 | (7)(C) | 200 | (7)(C) |
| 125 | (7)(C) | 163 | (7)(C) | 201 | (7)(C) |
| 126 | (7)(C) | 164 | (7)(C) | 202 | (7)(C) |
| 127 | (7)(C) | 165 | (7)(C) | 203 | (7)(C) |
| 128 | (7)(C) | 166 | (7)(C) | 204 | (7)(C) |
| 129 | (7)(C) | 167 | (7)(C) | 205 | (7)(C) |
| 130 | (7)(C) | 168 | (7)(C) | 206 | (7)(C) |
| 131 | (7)(C) | 169 | (7)(C) | 207 | (7)(C) |
| 132 | (7)(C) | 170 | (7)(C) | 208 | (7)(C) |
| 133 | (7)(C) | 171 | (7)(C) | 209 | (7)(C) |
| 134 | (7)(C) | 172 | (7)(C) | 210 | (7)(C) |
| 135 | (7)(C) | 173 | (7)(C) | 211 | (7)(C) |
| 136 | (7)(C) | 174 | (7)(C) | 212 | (7)(C) |
| 137 | (7)(C) | 175 | (7)(C) | 213 | (7)(C) |
| 138 | (7)(C) | 176 | (7)(C) | 214 | (7)(C) |
| 139 | (7)(C) | 177 | (7)(C) | 215 | (7)(C) |
| 140 | (7)(C) | 178 | (7)(C) | 216 | (7)(C) |
| 141 | (7)(C) | 179 | (7)(C) | 217 | (7)(C) |
| 142 | (7)(C) | 180 | (7)(C) | 218 | (7)(C) |
| 143 | (7)(C) | 181 | (7)(C) | 219 | (7)(C) |
| 144 | (7)(C) | 182 | (7)(C) | 220 | (7)(C) |
| 145 | (7)(C) | 183 | (7)(C) | 221 | (7)(C) |
| 146 | (7)(C) | 184 | (7)(C) | 222 | (7)(C) |
| 147 | (7)(C) | 185 | (7)(C) | 223 | (7)(C) |
| 148 | (7)(C) | 186 | (7)(C) | 224 | (7)(C) |
| 149 | (7)(C) | 187 | (7)(C) | 225 | (7)(C) |
| 150 | (7)(C) | 188 | (7)(C) | 226 | (7)(C) |
| 151 | (7)(C) | 189 | (7)(C) | 227 | (7)(C) |
| 152 | (7)(C) | 190 | (7)(C) | 228 | (7)(C) |

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|-----|--------|-----|--------|-----|--------|
| 229 | (7)(C) | 267 | (7)(C) | 305 | (7)(C) |
| 230 | | 268 | | 306 | |
| 231 | | 269 | | 307 | |
| 232 | | 270 | | 308 | |
| 233 | | 271 | | 309 | |
| 234 | | 272 | | 310 | |
| 235 | | 273 | | 311 | |
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| 258 | | 296 | | 334 | |
| 259 | | 297 | | 335 | |
| 260 | | 298 | | 336 | |
| 261 | | 299 | | 337 | |
| 262 | | 300 | | 338 | |
| 263 | | 301 | | 339 | |
| 264 | | 302 | | 340 | |
| 265 | | 303 | | 341 | |
| 266 | | 304 | | 342 | |

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|-----|--------|-----|--------|-----|--------|
| 343 | (7)(C) | 381 | (7)(C) | 419 | (7)(C) |
| 344 | (7)(C) | 382 | (7)(C) | 420 | (7)(C) |
| 345 | (7)(C) | 383 | (7)(C) | 421 | (7)(C) |
| 346 | (7)(C) | 384 | (7)(C) | 422 | (7)(C) |
| 347 | (7)(C) | 385 | (7)(C) | 423 | (7)(C) |
| 348 | (7)(C) | 386 | (7)(C) | 424 | (7)(C) |
| 349 | (7)(C) | 387 | (7)(C) | 425 | (7)(C) |
| 350 | (7)(C) | 388 | (7)(C) | 426 | (7)(C) |
| 351 | (7)(C) | 389 | (7)(C) | 427 | (7)(C) |
| 352 | (7)(C) | 390 | (7)(C) | 428 | (7)(C) |
| 353 | (7)(C) | 391 | (7)(C) | 429 | (7)(C) |
| 354 | (7)(C) | 392 | (7)(C) | 430 | (7)(C) |
| 355 | (7)(C) | 393 | (7)(C) | 431 | (7)(C) |
| 356 | (7)(C) | 394 | (7)(C) | 432 | (7)(C) |
| 357 | (7)(C) | 395 | (7)(C) | 433 | (7)(C) |
| 358 | (7)(C) | 396 | (7)(C) | 434 | (7)(C) |
| 359 | (7)(C) | 397 | (7)(C) | 435 | (7)(C) |
| 360 | (7)(C) | 398 | (7)(C) | 436 | (7)(C) |
| 361 | (7)(C) | 399 | (7)(C) | 437 | (7)(C) |
| 362 | (7)(C) | 400 | (7)(C) | 438 | (7)(C) |
| 363 | (7)(C) | 401 | (7)(C) | 439 | (7)(C) |
| 364 | (7)(C) | 402 | (7)(C) | 440 | (7)(C) |
| 365 | (7)(C) | 403 | (7)(C) | 441 | (7)(C) |
| 366 | (7)(C) | 404 | (7)(C) | 442 | (7)(C) |
| 367 | (7)(C) | 405 | (7)(C) | 443 | (7)(C) |
| 368 | (7)(C) | 406 | (7)(C) | 444 | (7)(C) |
| 369 | (7)(C) | 407 | (7)(C) | 445 | (7)(C) |
| 370 | (7)(C) | 408 | (7)(C) | 446 | (7)(C) |
| 371 | (7)(C) | 409 | (7)(C) | 447 | (7)(C) |
| 372 | (7)(C) | 410 | (7)(C) | 448 | (7)(C) |
| 373 | (7)(C) | 411 | (7)(C) | 449 | (7)(C) |
| 374 | (7)(C) | 412 | (7)(C) | 450 | (7)(C) |
| 375 | (7)(C) | 413 | (7)(C) | 451 | (7)(C) |
| 376 | (7)(C) | 414 | (7)(C) | 452 | (7)(C) |
| 377 | (7)(C) | 415 | (7)(C) | 453 | (7)(C) |
| 378 | (7)(C) | 416 | (7)(C) | 454 | (7)(C) |
| 379 | (7)(C) | 417 | (7)(C) | 455 | (7)(C) |
| 380 | (7)(C) | 418 | (7)(C) | 456 | (7)(C) |

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|-----|--------|-----|--------|
| 457 | (7)(C) | 495 | (7)(C) |
| 458 | (7)(C) | 496 | (7)(C) |
| 459 | (7)(C) | 497 | (7)(C) |
| 460 | (7)(C) | 498 | (7)(C) |
| 461 | (7)(C) | 499 | (7)(C) |
| 462 | (7)(C) | 500 | (7)(C) |
| 463 | (7)(C) | 501 | (7)(C) |
| 464 | (7)(C) | 502 | (7)(C) |
| 465 | (7)(C) | 503 | (7)(C) |
| 466 | (7)(C) | 504 | (7)(C) |
| 467 | (7)(C) | 505 | (7)(C) |
| 468 | (7)(C) | | |
| 469 | (7)(C) | | |
| 470 | (7)(C) | | |
| 471 | (7)(C) | | |
| 472 | (7)(C) | | |
| 473 | (7)(C) | | |
| 474 | (7)(C) | | |
| 475 | (7)(C) | | |
| 476 | (7)(C) | | |
| 477 | (7)(C) | | |
| 478 | (7)(C) | | |
| 479 | (7)(C) | | |
| 480 | (7)(C) | | |
| 481 | (7)(C) | | |
| 482 | (7)(C) | | |
| 483 | (7)(C) | | |
| 484 | (7)(C) | | |
| 485 | (7)(C) | | |
| 486 | (7)(C) | | |
| 487 | (7)(C) | | |
| 488 | (7)(C) | | |
| 489 | (7)(C) | | |
| 490 | (7)(C) | | |
| 491 | (7)(C) | | |
| 492 | (7)(C) | | |
| 493 | (7)(C) | | |
| 494 | (7)(C) | | |

ATTACHMENT B

NOTICE TO AFFECTED CLASS

You may be eligible to get money and a job offer because of a legal settlement between Derst Baking Company, LLC 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 Derst Baking Company ("Derst") 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.

ARE YOU AFFECTED?

Blacks who applied for employment as a Production Helper and/or Checker/Loader with Derst at its Savannah, Georgia establishment between January 1, 2013 through December 31, 2014, and were rejected, 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 Derst'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 issued a Notice of Violations alleging that Derst discriminated against Blacks in hiring for Production Helper and Checker/Loader positions during the period of January 1, 2013 through December 31, 2014. Derst does not agree with those claims. Ultimately, OFCCP and Derst have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP. As a result, Derst must pay money and make job offers to Blacks who applied for Production Helper and/or Checker/Loader positions during the timeframe described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Production Helper and/or Checker/Loader position 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 \$263.93 (before taxes). This payment represents your share of back wages and other payments Derst is making to

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

- (2) Derst will be making job offers for Production Helper and Checker/Loader positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a Production Helper and/or Checker/Loader position, please express your interest on the enclosed Interest Form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor.

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

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Interest Form (“Interest Form”) and (2) the Release of Claims under Executive Order 11246 (“Release”). Send your completed and signed forms to:

SSI Settlement Services, Inc.
Attention:
Settlement Administrator-Derst Baking Company
Post Office Box 11180
Tallahassee, FL 32302-3180

The forms must postmarked within 30 days of receiving this Notice.

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return 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, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact:

SSI Settlement Services, Inc., -- Derst dedicated Toll Free Number 855-948-0321.

You may also contact (7)(C) [REDACTED], Compliance Officer at 904- (7)(C) [REDACTED], (7)(C) [REDACTED]@dol.gov.

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM
("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) AND/OR A JOB OFFER FROM THE SETTLEMENT

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

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release form. **The forms must be postmarked within 30 days of receiving this mailing.**

The forms must be sent to:

SSI Settlement Services, Inc.
Attention:
Settlement Administrator—Derst Baking Company
Post Office Box 11180
Tallahassee, FL 32302-3180

If you do not submit a properly completed Interest Form and Release by the deadline above, 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.

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

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

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

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

Step 1: Please confirm your 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:

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes.

Your Social Security Number will not be used for any other purpose.

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

Compliance Officer (7)(C)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
400 West Bay Street, Suite 939
Jacksonville, Florida 32202

Tel: 904 (7)(C) or email: (7)(C)@dol.gov

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

- Yes, I am still interested in a Production Helper and/or Checker/Loader position with Derst.
- No, I am not currently interested in a Production Helper and/or Checker/Loader position with Derst.
- I am currently employed by Derst.

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 Derst Baking Company, LLC ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that the Contractor 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.

Blacks who applied for employment in the Production Helper and Checker/Loader positions - In consideration of the payment of at least \$263.93 (less deductions required by law) by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Derst, 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 Derst does not agree that it treated me unlawfully or unfairly in any way and that Contractor 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 Contractor to me is not to be construed as an admission of any liability by Contractor.

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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contractor's settlement administrator SSI Settlement Services, Inc. such that it is postmarked within 30 days of me receiving this Release, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____

Date: _____

Printed Name: _____