**CONCILIATION AGREEMENT**
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

TYSON FOODS, INC.
Farm Road 1912, Highway 66E, Amarillo, TX 79187
300 Portwall St., Houston, TX 77029
4820 Highway 64 East, Russellville, AR 72801
5701 McNutt Road, Santa Teresa, NM 88008 (now closed)
4700 Highway 75 South, Sherman, TX 75090
212 Elm Street, Rogers, AR 72756

## PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Tyson Foods, Inc.'s ("Tyson's") facilities located at Farm Road 1912, Highway 66E, Amarillo, TX 79187 ("Tyson 9197"); 300 Portwall St., Houston, TX 77029 ("Tyson 9188"); 4820 Highway 64 East, Russellville, AR 72801 ("Tyson 9022"); 5701 McNutt Road, Santa Teresa, NM 88008 ("Tyson 9181"); 4700 Highway 75 South, Sherman, TX 75090 ("Tyson 9250"); and 212 Elm Street, Rogers, AR 72756 ("Tyson 9017") (collectively the "Facilities"); and found that Tyson was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Tyson of the specific violations found and the corrective actions required in Notices of Violations issued on August 17, 2016. 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 Tyson enter this Conciliation Agreement ("Agreement") and agree to all of the terms stated below.

## PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Tyson'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 Tyson violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. Tyson agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Tyson will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Tyson understands that nothing in this Agreement relieves Tyson 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"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations, and other applicable equal employment laws.

4. Tyson promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.

8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.

9. This Agreement will expire sixty (60) days after Tyson submits the final progress report required in Part IV (D), below, unless OFCCP notifies Tyson in writing prior to the expiration date that Tyson has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Tyson has met all of its obligations under the Agreement.

10. If Tyson violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

1) If OFCCP believes that Tyson violated any term of the Agreement while it was in effect, OFCCP will send Tyson a written notice stating the alleged violations and summarizing any supporting evidence. Such notice shall be provided to the Vice

President of Employment Compliance, Tyson Foods, 2200 W. Don Tyson Parkway, Springdale, AR 72762.

2) Tyson will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

3) If Tyson 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. Tyson 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 Tyson of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Tyson violated any laws.

## PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. VIOLATION: OFCCP found that Tyson is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of the Laborer job group by facility revealed the following:

- *Tyson 9197* (Amarillo) - OFCCP's analysis of Tyson 9197's hiring process and selection procedures revealed discrimination against female applicants during the period of January 23, 2007 through January 23, 2009. OFCCP found that of (b) (7)(E) male applicants (b) (7)(E) or (b) (7)(E) % were hired, and of (b) (7)(E) female applicants (b) (7)(E) or (b) (7)(E) % were hired. This resulted in (b) (7)(E) standard deviations with a shortfall of 103 females.

  OFCCP's analysis of Tyson 9197's hiring process and selection procedures also revealed discrimination against black, Hispanic, and white applicants when compared to Asian applicants during January 23, 2007 through January 23, 2009. OFCCP found that of (b) (7)(E) black applicants (b) (7)(E) or (b) (7)(E) %) were hired which resulted in (b) (7)(E) standard deviations with a shortfall of 101; of (b) (7)(E) Hispanic applicants (b) (7)(E) or (b) (7)(E) %) were hired which resulted in (b) (7)(E) standard deviations with a shortfall of 20; and of (b) (7)(E) white applicants (b) (7)(E) or (b) (7)(E) %) were hired which resulted in (b) (7)(E) standard deviations with a shortfall of 96.

  The adjusted shortfall for this location is 225. OFCCP identified 1,905 class members for this facility.

- *Tyson 9188* (Houston) - OFCCP's analysis of Tyson 9188's hiring process and selection procedures revealed discrimination against male applicants during the period of January 30, 2007 through January 30, 2009. OFCCP found that of [redacted] male applicants [redacted] or [redacted]% were hired; and of [redacted] female applicants [redacted] or [redacted]% were hired. This resulted in [redacted] standard deviations with a shortfall of 59 males.

  OFCCP's analysis of Tyson 9188's hiring process and selection procedures also revealed discrimination against black applicants when compared to Hispanic applicants during the period of January 30, 2007 through January 30, 2008. OFCCP found that of [redacted] black applicants [redacted] or [redacted]% were hired, and of [redacted] Hispanic applicants [redacted] or [redacted]% were hired. This resulted in [redacted] standard deviations with a shortfall of 12 blacks.

  The adjusted total shortfall for this location is 64. OFCCP identified 797 class members for this facility.

- *Tyson 9022* (Russellville) - OFCCP's analysis of Tyson 9022's hiring process and selection procedures revealed discrimination against female applicants during the period of February 17, 2007 through February 17, 2009. OFCCP found that of [redacted] female applicants [redacted] or [redacted]% were hired, and of [redacted] male applicants [redacted] or [redacted]% were hired. This resulted in [redacted] standard deviations with a shortfall of 31.

  OFCCP's analysis also revealed discrimination against black and white applicants when compared to Hispanic applicants during the period of February 17, 2007 through February 17, 2008. OFCCP found that of [redacted] black applicants [redacted] or [redacted]% were hired which resulted in [redacted] standard deviations with a shortfall of 9, and of [redacted] white applicants [redacted] or [redacted]% were hired which resulted in [redacted] standard deviations with a shortfall of 21.

  The adjusted total shortfall for this location is 45. OFCCP identified 311 class members for this facility.

- *Tyson 9181* (Santa Teresa) - OFCCP's analysis of Tyson 9181's hiring process and selection procedures revealed discrimination against female applicants during the period of January 1, 2007 through December 31, 2007. OFCCP found that of [redacted] male applicants [redacted] or [redacted]% were hired, and of [redacted] female applicants [redacted] or [redacted]% were hired. This resulted in [redacted] standard deviations with an adjusted shortfall of 13.

  OFCCP identified 92 class members for this facility.

- *Tyson 9250* (Sherman) – OFCCP's analysis of Tyson 9250's hiring process and selection procedures revealed discrimination against black, Hispanic, American Indian/Alaska Native and white applicants when compared to Asian applicants during the period of February 9, 2008 through February 9, 2010. OFCCP found that of [redacted] black applicants [redacted] or [redacted]% were hired which resulted in [redacted] standard deviations with a shortfall of 74; of [redacted] Hispanic applicants [redacted] or [redacted]% were hired

which resulted in [redacted] standard deviations with a shortfall of 25; of [redacted] American Indian/Alaska Native applicants [redacted] or [redacted]% were hired which resulted in [redacted] standard deviations with a shortfall of 7; and of [redacted] white applicants [redacted] or [redacted]% were hired which resulted in standard deviations of [redacted] with a shortfall of 41.

The adjusted shortfall for this location is 130. OFCCP identified 2,567 class members for this facility.

- *Tyson 9017* (Rogers) – OFCCP's analysis of Tyson 9017's hiring process and selection procedures revealed discrimination against Asian and black applicants when compared to white applicants during the period of January 23, 2009 through January 22, 2010. OFCCP found that of [redacted] Asian applicants [redacted] or [redacted]% were hired which resulted in [redacted] standard deviations with a shortfall of 10, and of [redacted] black applicants [redacted] or [redacted]% was hired which resulted in [redacted] standard deviations with a shortfall of two.

  The adjusted total shortfall for this location is 10. OFCCP identified 44 class members for this facility.

REMEDY: Tyson has implemented revised recruitment and hiring practices and policies to ensure that its practices and policies do not have an unlawful or adverse impact on applicants for employment on the basis of gender, race and/or ethnicity and will continue to take the following corrective actions with respect to the Facilities:[1]

a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the Effective Date of this Agreement, Tyson will provide a written copy of its revised practices, policies and procedures that the company uses to recruit, track and hire applicants for Laborer positions (hereinafter the "Revised Hiring Process"). Tyson has revised its hiring processes as follows:

   - Tyson transitioned to electronic recruiting at the covered Facilities (except Santa Teresa) beginning in 2012. Procedures to recruit applicants for Laborer positions include mandatory postings, outreach efforts, and other recruitment practices to comply with current OFCCP regulations. Basic qualifications are applied to consider and place job seekers into the Laborers applicant pool(s).

   - Qualifications and criteria that are relied upon to eliminate and/or select job seekers and applicants at each step of the selection process are evaluated, including the qualifications and criteria used in any application screen, interview, pre-employment screen or any other selection procedure.

   - Procedures to ensure that disposition information is recorded at all Facilities for job seekers and applicants, and decisions are documented at each step of the

[1] Tyson 9181, Santa Teresa, NM, is excluded because the facility closed in January 2015.

selection process. Additionally, ensure that all applicants are tracked by race, gender and ethnicity.

- Procedures to ensure that documents retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3 have been implemented at all Facilities.

Tyson has fully implemented these hiring practices and procedures and has trained all personnel at the applicable Facilities who are involved in any way in recruiting, selecting or tracking applicants for Laborer positions. Tyson agrees to train any individuals hired or transferred into such positions within 60 calendar days of the individual's new assignment. The training will include instruction on the proper implementation of the recruitment, tracking and selection procedures, the non-discriminatory application of the specific qualifications and criteria that will be used at each step in the selection process, the procedures to follow to document the decisions made at each step in the selection process, and the procedures used to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

b) Notification: Within 75 calendar days after the Effective Date of this Agreement, Tyson must notify the Class Members listed in Attachment 1 of the terms of this Agreement by sending, via First Class Mail, each individual in the affected class the: Notice to Affected Class (Attachment 2 or 2A, "Notice" and "Notice A"), Information Verification & Employment Interest Form (Attachment 3, "Interest Form") or Information Verification Form (Attachment 3A), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release Form"), and a postage paid return envelope. Tyson will notify OFCCP of all letters returned as undeliverable within 30 calendar days of the Notice mailing. In addition, Tyson will provide a list to OFCCP of those Class Members by name, last known address, and social security number, if available, who have not yet responded to the Notice or Notice A and/or have not fully executed the applicable Interest and Release Forms within 30 calendar days of the Notice mailing. OFCCP will then initiate efforts to locate those Class Members and will provide updated contact information to Tyson within 45 calendar days of receipt of the list from Tyson. Within five (5) business days of receiving an updated mailing address from OFCCP, Tyson agrees to mail, by First Class Mail, a second Notice or Notice A, applicable Interest Verification Form, Release Form, and postage paid, self-addressed return envelope to Class Members whom OFCCP locates.

c) Eligibility: All members of the affected class (listed on Attachment 1) who sign and return the Interest and Release Forms to Tyson within 180 calendar days of the Effective Date of the Agreement ("Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in employment, as applicable, will be eligible to be considered for a job pursuant to this Agreement.[2] If a Class Member

[2] Only Class Members who return completed forms and originally applied to Tyson locations 9197, 9188, and 9022 will be eligible to be considered for employment under the terms of this Agreement with respect to employment opportunities.

receives, but does not return the Interest and Release Forms to Tyson within 180 calendar days of the Effective Date of the Agreement, he/she will no longer be entitled to a payment or consideration for a job under this Agreement, if applicable.

Within 195 calendar days of the Effective Date of the Agreement, Tyson will provide OFCCP with the lists of the Eligible Class Members (individuals who have returned applicable Interest and Release Forms by the deadline). Within 210 calendar days of the Effective Date of the Agreement, OFCCP will approve the final lists of Eligible Class Members or discuss with Tyson any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. All Eligible Class Members will be entitled to a share of the monetary settlement regardless of whether they are interested in employment with Tyson.

d) Employment: As Laborer positions become available at the applicable Tyson facilities – 9197 (Amarillo), 9188 (Houston), and 9022 (Russellville), Tyson will consider for employment qualified Eligible Class Members, who complete an Interest Form, who follow Tyson's hiring process and are not currently employed by Tyson to remedy the adjusted shortfalls.

Eligible Class Members will be considered for Laborer job openings at the applicable facility in the order that Tyson receives their Interest Form, or until the list of qualified Eligible Class Members per facility expressing an interest in employment is exhausted for each site,[3] whichever occurs first. If Tyson receives more than one Interest Form on any given day, Eligible Class Members who submit an Interest Form on the same day will be considered in the order of the earliest date of their original application to the particular facility.

In meeting the hiring obligations at these Facilities, Tyson shall be given credit for any Eligible Class Members whom Tyson previously hired at each facility and up to 180 calendar days after the end of each facility's review period (referenced in Part II, paragraph 1), thereby reducing the respective hiring obligation at the particular facility. Class Members will generally be eligible for employment consideration under this Agreement only at the following facilities: Tyson 9197 (Amarillo), Tyson 9188 (Houston) and Tyson 9022 (Russellville) and the Class Member must appear on the facility list in Attachment 1 of this Agreement, in order to be eligible for employment opportunities at the particular facility. (For example, if Mary Jones is listed on Attachment 1(a), Class Members – Tyson 9197, then Ms. Jones would be eligible for employment consideration under the terms of this Agreement at the Tyson 9197 facility only).

Tyson must initiate its hiring of Eligible Class Members and must complete its hiring obligations under this section within 24 months of the Effective Date of this

[3] Tyson 9181, Santa Teresa, NM, is excluded because the facility closed in January 2015. Tyson 9250 and Tyson 9017 also are excluded from this requirement since all hiring obligations under the Conciliation Agreement have been satisfied prior to the Effective Date of the Agreement.

Agreement or until the list of Eligible Class Members expressing an interest is exhausted.

Eligible Class Members shall be responsible for notifying Tyson of any changes in their addresses or other contact information, and must successfully complete Tyson's hiring process. Failure to comply with Tyson's hiring process will result in a Class Member's removal from the list of Eligible Class Members interested in employment. Tyson shall not impose more stringent or different hiring criteria to Eligible Class Members. Eligible Class Members will be allowed at least two (2) weeks to report for work after receiving a written job offer from Tyson. The Eligible Class Members hired into Laborer positions pursuant to this Agreement must be paid the current wage rate for Laborer positions and must be provided with the same benefits and opportunities to earn overtime and shift differentials as other Laborer employees, and as permitted by any applicable collective bargaining agreement covering Laborer employees at a particular facility.

In addition, each Eligible Class Member who is hired under the terms of this Agreement at Tyson 9188 (Houston) or Tyson 9022 (Russellville), and who is still employed after the ninety (90) day probationary period, will be eligible to receive one week of paid vacation and will be eligible for paid bereavement time, and paid holidays, pursuant to Tyson policy, for benefits related to retroactive seniority. Each Eligible Class Member who is hired at Tyson 9197 (Amarillo), under the terms of this Agreement, and who is still employed after the ninety (90) day probationary period, shall receive a one-time payment of $200, less any payroll deductions required by law or Tyson will issue a Form 1099 for the amount, in lieu of retroactive seniority. A sum of $17,600 will be set aside from the "Settlement Fund" for this purpose.

Once hired, all Eligible Class Members will be subject to the same probationary period attendance, performance standards, job-bidding requirements, and any other applicable waiting periods, as other similarly-situated new hire employees at the applicable facility, and in accordance with any applicable collective bargaining agreement.

e) Monetary Settlement: On the forty-sixth (46) calendar day (or next business day) after the Effective Date of this Agreement, Tyson will deposit $1,582,400 into an interest bearing account at the prevailing interest rate; interest accrued at the time of the first disbursement on the $1,582,400 will be equally distributed among the Eligible Class Members (herein after referred to as "Settlement Fund"). Tyson will notify OFCCP that this action has been taken, and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the Settlement Fund and the amount of accrued interest.

Tyson agrees to distribute $1,582,400 ($1,265,920 in back pay and $316,480 in interest), less legally required payroll deductions and withholdings authorized by Eligible Class Members, Ordered by a court or owed to Tyson from back pay only (such as, but not limited to, federal, state and/ or local taxes and the Eligible Class

Members' share of FICA taxes, garnishments, or premium arrears), in equal shares among all Eligible Class Members on the final approved lists.

The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure, interest and interim earnings. The back pay and interest, less legal deductions required by law, authorized by Eligible Class Members, Ordered by a court, or owed to Tyson on the portion representing back pay only (such as, but not limited to, federal, state and/or local taxes and FICA, garnishment or premium arrears), will be equally distributed among the Eligible Class Members. Tyson 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 required. These IRS forms will be mailed at the end of the tax year at the last address on file with the Class Administrator. Accordingly, eligible Class Members will have a continuing obligation to update their address with the Claims Administrator until December 31, 2017. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the Regional Director's signature of this Agreement. Tyson will disburse the settlement funds within 15 business days after OFCCP approves the final lists of Eligible Class Members.

Within five (5) business days of Tyson's receipt of a check to an Eligible Class Member returned as undeliverable, Tyson will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov or (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, OFCCP will submit the updated address within five (5) business days from notification of the undeliverable checks. Tyson will re-mail the check within five (5) business days of receiving an alternate or corrected address for an Eligible Class Member. Tyson will be required to make two (2) attempts to send settlement checks to Eligible Class Members due to change in address and/or failure to cash settlement checks in the first disbursement. Any check that remains uncashed ninety (90) calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, within five (5) days, Tyson will make a second monetary distribution, if the remaining Settlement Fund balance (excluding interest accumulated after the first distribution) will result in a second payment of over $40.00 to all Eligible Class Members who cashed their checks from the first disbursement. Tyson will be required to make only one (1) attempt to send the second distribution checks to the last known address for the Class Member on file with the Claims Administrator.

If the total amount of uncashed funds would result in a payment of less than $40.00 to each Eligible Class Member who cashed the first disbursement check, Tyson will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process described in Part III – Paragraph (a) of Remedy for Violation.

2. VIOLATION: Tyson failed to provide OFCCP with copies of Tyson's adverse impact analyses for each job constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce at the Facilities and failed to submit an evaluation of the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR § 60-3.4 and 60-3.15A at the Facilities.

REMEDY: At each of the Facilities, Tyson will continue to conduct an adverse impact analyses for each job by gender, race, and ethnic group that constitutes more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection processes, Tyson will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection processes, Tyson will evaluate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures that do not result in adverse impact.

**PART IV: REPORTS REQUIRED:**

1. Tyson must submit the documents and reports described below to: Karen N. Hyman, District Director, U.S. DOL/OFCCP, 2320 La Branch Street, Suite 1103, Houston, Texas 77004.

   A. Within fifty (50) calendar days of the Effective Date of this Agreement, Tyson will provide OFCCP with the name and contact information for the person who can provide information on the designated monetary settlement funds.

   B. Within sixty (60) calendar days of the Effective Date of this Agreement, Tyson will submit a copy of the written Revised Hiring Process described in Part III – Paragraph (a) of Remedy for Violation 1.

   C. Pursuant to Paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven (7) months from the Effective Date of this Agreement, Tyson will provide OFCCP with documentation, per facility, that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Laborer positions at the Facilities have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

   D. Within the prescribed timeframes, Tyson shall submit all documents and information referenced in paragraphs (b) and (c) of Remedy 1, if not already submitted during the claims processing period and requested by OFCCP. Such documentation and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Interest Form and Release within 180 calendar days of the Effective Date of the Agreement, a list of Eligible Class Members who have returned a signed Interest Form and Release within 195 calendar days of the Effective Date.

Tyson must submit four (4) progress reports covering each six-month period this Agreement is in effect. The first progress report will be due seven (7) months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within thirty (30) calendar days after the close of that six-month period.

Pursuant to Violation 1, Tyson will submit the following **for each of the Facilities**, in each semi-annual progress report:

1) Documentation of monetary payments to all Eligible Class Members as specified in Part III Remedy for Violation 1, paragraphs (b) and (e). The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the check number and the amount of the check and any deductions other than those required by law such as federal, state, and/or local taxes and FICA and the date the check cleared the bank. Tyson must provide OFCCP with copies of all canceled checks upon request;

2) Documentation of specific hiring activity for Eligible Class Members who (a) received an offer of employment from Tyson, including the name, date of offer, position offered, and reason that offer was declined or rescinded, if applicable; (b) were hired into Laborer positions during the applicable reporting period in accordance with this Agreement, including name, date of offer, date of hire, job title hired into, and rate of pay; and (c) evidence of seniority payment for Class Members employed for 90 days;

3) For Eligible Class Members who were considered for employment but were not hired, Tyson will provide the reason for non-selection along with all relevant documentation (e.g., failure to complete the selection process, failure to appear for interview, failure to submit to and/or satisfy pre-employment screenings, and documentation that the Eligible Class Member declined a job offer).

Tyson will continue submitting the information in subsections 1-3 above in the four (4) semi-annual progress reports until the monetary distribution process under this Agreement has been satisfied and the offer/hire obligations for each of the Facilities have been met or have expired, or the list of Eligible Class Members have been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violation 2, Tyson will submit the following for each of the Facilities, in each semi-annual progress report:

1) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Laborer positions during the reporting period, including all full time and part time employees;

2) For Laborer positions, the results of Tyson's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of the group set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis. Tyson must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis):

3) 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 Tyson's evaluation of the individual components of the selection process for adverse impact.

2. Tyson 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 (or "whichever time period is longer").

All dates and deadlines in this Agreement may be modified or extended by written agreement between the parties. Further, if a deadline in this Agreement falls on a weekend or federal holiday, the deadline shall be deemed automatically extended to the following business day.

Tyson agrees that it will make good faith efforts not to repeat the above alleged violations.

This Agreement will expire on December 27, 2018, sixty (60) calendar days after receipt of the final progress report or on the date the Regional Director of the Southwest and Rocky Mountain Region gives notice to Tyson that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Tyson in writing prior to the expiration of the 60-day period that Tyson has not satisfied its reporting requirements pursuant to this Agreement.

Tyson agrees to the terms of this Agreement solely for the purpose of amicably resolving all outstanding issues in these matters and without waiving the right to dispute similar claims or raise any legal or factual arguments with respect to other OFCCP investigations.

This Agreement constitutes full and final settlement and resolution of all issues, actions, causes of action, and claims arising, or that could have arisen, out of the OFCCP Notices of Violations issued on August 17, 2016. Further, this Agreement shall be binding upon the parties as to all issues, actions, causes of action and claims within the scope of the applicable OFCCP Notices of Violations which have been or could have been advanced by OFCCP.

Attachments:

| | |
|---|---|
| Attachment 1 | List of Class Members |
| Attachment 2 and 2A | Notice to Class Members |
| Attachment 3 and 3A | Information Verification and Employment Interest Form |
| Attachment 4 | Release of Claims Under Executive Order 11246 |
| Attachment 5 | Timeline |

**PART V. SIGNATURES**

This Agreement is hereby executed by an between the OFCCP and Tyson Foods, Inc., 4820 Highway 64 East, Russellville, AR 72801; 300 Portwall St., Houston, TX 77029; 4820 Highway 64 East, Russellville, AR 72801; 5701 McNutt Road, Santa Teresa, NM 88008 (now closed); 4700 Highway 75 South, Sherman, TX 75090; and 212 Elm Street, Rogers, AR 72756.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement may be executed and exchanged by the parties or its attorneys via email and such electronic exchange shall have the same effect as an exchange of originals.

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

LOLA HITHON
Vice President of Employment Compliance
Tyson Foods, Inc.
Springdale, AR

Date: 9/29/16

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

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region

Date: 9/30/2016

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

RODNEY NAGEL
Senior Vice President,
Human Resources
Tyson Foods, Inc.
Springdale, AR

Date: 9-29-16

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

KAREN N. HYMAN
District Director
Houston District Office

Date: 9/29/16

**ATTACHMENT 1**
**Affected Class Members**

Provided electronically

113 Pages Withheld - (b)6, (b)7(C)

## ATTACHMENT 2

## NOTICE TO AFFECTED CLASS

Dear [NAME]:

Tyson Foods Inc. ("Tyson") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of selected Tyson facilities[1]. OFCCP's analysis of Tyson's hire statistics and selection procedures at the selected facilities revealed hiring disparities for Laborer jobs during the period January 1, 2007 and February 9, 2010. OFCCP alleges that Tyson discriminated against male, female, black, white, Hispanic, American Indian/Native Alaska and Asian applicants who applied for Laborer jobs during this period at selected facilities. Tyson has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Tyson violated any laws. OFCCP and Tyson entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Laborer job during the time period at one of the selected facilities, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least $_____, less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification and Employment Interest Form. You should complete and mail back the forms as soon as possible, but no later than _____ (180 DATE)] after the date this Notice was mailed out (postmarked), for you to be entitled to participate in this settlement:

Claims Administrator
TBD

You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claim and Information Verification and Employment Interest Form. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution.

In addition to the monetary distribution, as part of this Agreement, Tyson will be making job offers for Laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Tyson, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Laborer positions in the order that Tyson receives the Information Verification and Employment Interest Form expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a job offer, you must meet the qualifications that are required for the Laborer position. In order to be hired, you must agree to submit to and pass all pre-employment screenings (including a post-offer drug screen and health assessment). All individuals hired pursuant to this Agreement will be eligible for select benefits after a ninety (90) day probationary period depending on the hiring Facility. If you have any questions, you may call OFCCP Compliance Officers [redacted] or [redacted] at 713-718-3800. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR WITHIN 180 DAYS (ACTUAL DATE), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER, UNDER THE TERMS OF THIS AGREEMENT.**

Sincerely,
*(NAME)*

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[1] Amarillo, Houston, and Sherman, TX; Rogers and Russellville, AR; and Santa Teresa, NM.

## ATTACHMENT 2A

## NOTICE TO AFFECTED CLASS

Dear [NAME]:

Tyson Foods Inc. ("Tyson") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy alleged violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of selected Tyson facilities.[1] OFCCP's analysis of Tyson's hire statistics and selection procedures at the selected facilities revealed hiring disparities for Laborer jobs hired during the period January 1, 2007 and February 9, 2010. OFCCP alleges that Tyson discriminated against male, female, black, white, Hispanic and American Indian/Native Alaska and Asian applicants who applied for Laborer jobs during this period at the selected facilities. Tyson has not admitted to any violation of E.O. 11246, and there has not been any ruling that Tyson violated any laws. OFCCP and Tyson entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Laborer job during the time period at one of the selected facilities, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least $_____, less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification Form. You should complete and mail back the forms as soon as possible, but no later than _____ (180 DATE)] after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Claims Administrator
TBD

You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claim and Information Verification Forms. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution.

If you have any questions, you may call OFCCP Compliance Officers (b) (7)(C), (b) (7)(E) or (b) (7)(C), (b) (7)(E) at 713-718-3800. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR WITHIN 180 DAYS (ACTUAL DATE), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THE AGREEMENT.**

Sincerely,
*(NAME)*

Enclosures:

Information Verification Form
Release of Claims Under Executive Order

[1] Amarillo, Houston, and Sherman, TX; Rogers and Russellville, AR; and Santa Teresa, NM.

Enclosures:

Information Verification and Employment Interest Form
Release of Claims Under Executive Order

**ATTACHMENT 3**
**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Tyson Foods, Inc. ("Tyson") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: _____

Address: _____

Telephone Nos.:
Home_____Cell_____Work_____

Email Address: _____

Notify Tyson at the address below if your address or phone number changes within the next twelve (12) months.

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

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

[ ] Female [ ] Male

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

[ ] Caucasian [ ] African American/Black [ ] Hispanic [ ] Asian [ ] American Indian/Alaska Native

Please indicate below whether you are currently interested in employment in a Laborer position with Tyson; and if you have previously worked for Tyson. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with Tyson for a Laborer position at the location to which I originally applied.
[ ] No, I am not currently interested in employment with Tyson for a Laborer position.
[ ] I have previously worked for Tyson between 2007 and 2010:
Name at time of employment:_____
Tyson locations:_____
Dates of employment:_____

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.**

I, _____, certify the above is true and correct.
(print name)

_____ _____
Signature Date

**ATTACHMENT 3A**
**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Tyson Foods, Inc. ("Tyson") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: _____

Address: _____

Telephone Nos.:
Home_____Cell_____Work_____

Email Address: _____

Notify the Claims Administrator if your address or phone number changes within the next twelve (12) months.

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

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

[ ] Female [ ] Male

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

[ ] Caucasian [ ] African American/Black [ ] Hispanic[ ] Asian [ ] American Indian/Alaska Native

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.**

I, _____, certify the above is true and correct.
(print name)

_____ _____
Signature Date

**ATTACHMENT 4**
**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 Tyson Foods, Inc. ("Tyson") paying you money, you agree that you will not file any lawsuit against Tyson for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Laborer positions. It also says that Tyson 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 $ _____ (less legally required federal and state payroll deductions and other withholding taxes or payments required by law or court order) by Tyson to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge Tyson, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "Tyson"), 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 by Tyson in a Laborer position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that Tyson denies that it treated me unlawfully or unfairly in any way and that Tyson 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 on [INSERT DATE]. I further agree that the payment of the aforementioned sum by Tyson to me is not to be construed as an admission of any liability by Tyson.

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 Tyson ON OR BEFORE ___ (DATE), I will not be entitled to receive any payment (less deductions required by law) from Tyson. This Release must be signed and dated to be valid.

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

_____
Signature

# REPORTING TIMELINE

Company Name: Tyson Foods, Inc.

Effective Date of Conciliation Agreement: 09/30/2016

| Action Required | Number of Days | Due Date |
|---|---|---|
| Deposit $1.6M into account; Provide name monetary contact/claims administrator | 50 | 11/19/2016 |
| Revised Hiring Process | 60 | 11/29/2016 |
| Notify Class Members by First Class Mail - 1st notification | 75 | 12/14/2016 |
| Notify OFCCP of undeliverables/returned/not yet responded to notice within 30 days | 30 | 01/13/2017 |
| OFCCP will provide updated contact information within 45 days | 45 | 02/27/2017 |
| Notify Class Members by First Class Mail - 2nd notification | 5 | 03/04/2017 |
| Final Deadline to submit all forms | 180 | 03/29/2017 |
| Tyson submit final list of ACMs who have returned all forms | 195 | 04/13/2017 |
| OFCCP will approve the final list | 210 | 04/28/2017 |
| Settlement Funds will be disbursed | 15 | 05/19/2017 |
| Any check that remains uncashed will be void | 90 | 08/17/2017 |
| Determine if any uncashed funds remain and if second monetary distribution is necessary | 5 | 08/22/2017 |
| 1st Report - Tyson will provide OFCCP with documentation, per facility, that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Laborer positions at the Facilities have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training | 210 | 04/28/2017 |
| 1st Report - Documentation of monetary payments to all Eligible Class Members; Documentation of specific hiring activity for Eligible Class Members who received an offer and were hired; reason for non-placement; total number of applicants and hires and the breakdown by race, gender and ethnic group; results of Tyson's analysis as to whether its total selection process has adverse impact; results of Tyson's evaluation of the individual components of the selection process for adverse impact | 210 | 04/28/2017 |
| 2nd Report - Same reporting as above | 394 | 10/29/2017 |
| 3rd Report - Same reporting as above | 575 | 04/28/2018 |
| 4th Repot - Same reporting as above | 759 | 10/29/2018 |

| Progress Reports | | Due Date | Covered Period | | |
|---|---|---|---|---|---|
| First Report (due 7 months from effective date of Agreement): | 210 | 04/27/2017 | 09/29/2016 | thru | 03/28/2017 |
| Second Report Due: | 394 | 10/28/2017 | 03/29/2017 | thru | 09/28/2017 |
| Third Report Due | 575 | 04/27/2018 | 09/29/2017 | thru | 03/28/2018 |
| Fourth Report Due | 759 | 10/28/2018 | 03/29/2018 | thru | 09/28/2018 |
| Expiration date of CA (60 days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier): | 60 | 12/27/2018 | | | |