

CONCILIATION AGREEMENT

BETWEEN

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

AND

GREEN BAY DRESSED BEEF LLC
544 ACME STREET
GREEN BAY, WISCONSIN 54302

PART I - GENERAL PROVISIONS

1. This Conciliation Agreement (the "Agreement") is between the Office of Federal Contract Compliance Programs ("OFCCP") and Green Bay Dressed Beef LLC, ("GBDB"), located at 544 Acme Street, Green Bay, Wisconsin.
2. The violations identified in this Agreement were found during a compliance review of GBDB that began on September 7, 2007, and were specified in a Notice of Violations issued on May 18, 2009. OFCCP alleges that GBDB has violated Executive Order 11246, as amended, and the implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of GBDB's Affirmative Action Program ("AAP"). Subject to the performance by GBDB of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of GBDB with all OFCCP programs will be deemed resolved. However, GBDB is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
4. GBDB agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to GBDB's compliance. GBDB shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve GBDB from the obligation to comply with the requirements of Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and implementing regulations, or any other equal employment statute or executive

- order or its implementing regulations.
6. GBDB agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212.
 7. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Regional Director for OFCCP (the "Signature Date"), unless the Deputy Assistant Secretary for OFCCP indicates otherwise within 45 days of the Signature Date of this Agreement.
 8. If at any time in the future, OFCCP believes that GBDB has violated any portion of this Agreement during the term of this Agreement, GBDB will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide GBDB with 15 days from the receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15 day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that GBDB has violated this Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

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

PART II - SPECIFIC PROVISIONS

1. VIOLATION: GBDB discriminated against (b) (7)(E) female applicants for the General Laborer positions based on their gender in violation of Section 202, paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). Specifically, from January 1, 2006 to December 31, 2007, an adverse impact was noted as related to the hiring of female applicants. The impact was statistically significant at a level of (b) (7)(E) standard deviations. The calculated shortfall was 248. This means that, given their representation in the qualified applicant pool, 248 fewer female applicants were hired than would have been expected in the absence of discrimination.

REMEDY:

- A) GBDB must agree to revise and maintain selection policies and procedures designed to eliminate discrimination and to ensure that all applicants are given an equal employment opportunity.
- B) GBDB must agree to provide make-whole relief to the female applicants who applied for General Laborer positions from January 1, 2006 to December 31, 2007, but were not offered positions during that time period (“Class Members”). The Class Members are listed on Attachment 1A and Attachment 1B; Attachment 1B lists the Class Members who were offered employment during the period beginning on January 1, 2008, and ending on the Signature Date. The make-whole relief will consist of extending employment opportunities to 248 Class Members and financial remuneration to Class Members, both as more fully specified below.
- C) GBDB will ensure that female applicants are afforded an equal opportunity in its selection process for General Laborer positions. GBDB also agrees to implement the following actions:
 - i) GBDB will meet with management and all individuals responsible for the selection process. GBDB will review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Class Members who benefit from the provisions of this Agreement are not retaliated against. These meetings shall be conducted within 90 calendar days of the Regional Director’s signature on this Agreement. Nothing in this paragraph is intended to preclude GBDB from voluntarily undertaking more extensive measures than those prescribed in this Agreement for assuring equal employment opportunity consistent with the Executive Order.
 - ii) GBDB agrees to maintain and have available, information concerning its evaluation of adverse impact in the selection process for the General Laborer positions. GBDB will retain all records involved in the hiring process until the expiration of this Agreement or as required by the regulations whichever is longer. This includes the number of persons hired by gender, the number of applicants for hire by gender and the selection procedures utilized.
 - iii) GBDB agrees to monitor selection rates at all steps of its hiring process. Where it is determined that the selection process has an adverse impact, GBDB will provide evidence of validity for that procedure or evidence of measures taken to correct the adverse impact.

- D) GBDB agrees to provide financial make-whole relief to certain Class Members (the "Payees"). Payees include those Class Members who request payment within the timeframes defined in Paragraph F below.
- i) The total sum of the relief to be paid by GBDB is \$1,650,000.00. 20.05% of this amount represents interest.
 - ii) GBDB agrees to place \$1,650,000.00 into an interest bearing escrow account within 20 calendar days of the Signature Date. GBDB will notify OFCCP within 7 calendar days of the inception of the account that this action is complete. In the notification to OFCCP, GBDB will identify a person who can be contacted who will be able to provide the current balance of the account. The total amount plus interest earned from the deposit of the amount into the interest bearing account will be known as the Settlement Fund.
 - iii) The non-interest portion of each Payee's share will be reduced by the amount of the employee's share of federal, state, and local tax deductions, including but not limited to Federal Insurance Contributions Act ("FICA") contributions. No monies specified in Part II of this Agreement will be paid before 45 days have elapsed from the Signature Date.
 - iv) The Settlement Fund will be divided among the Payees, as follows:
 - a. Each Payee will initially be allocated an equal share of the Settlement Fund;
 - b. Any Payee listed on Attachment 1B will have her share of the Settlement Fund reduced by the amount of actual gross wages paid by GBDB to such Payee during the period that begins on January 1, 2008, and ends on the 45th day following the Signature Date;
 - c. The total amount of reductions provided for in the previous subparagraph will be placed into a secondary fund;
 - d. Each Payee will be allocated an equal share of the secondary fund.
 - v) Within 10 calendar days after all Payees have been identified pursuant to Paragraph F below, GBDB will send each Payee, via certified mail, a check for the allocated share described above. Checks will be for the net amount due after all deductions have been made as described in this Agreement.
 - vi) Front pay has been considered and is not separately payable under this Agreement.

- E) GBDB agrees to provide make-whole relief by offering Class Members 248 employment opportunities in General Laborer positions.
- i) As of December 17, 2010 GBDB has hired the 66 Class Members listed on Attachment 1B. As a result, GBDB's future obligation is reduced from 248 to 182.
 - ii) GBDB will establish a priority employment list for Class Members who:
(1) are listed on Attachment 1A; and (2) submit an employment application within the timeframes set forth below in Paragraph F. The priority employment list will be ranked based upon the date of receipt of the application by GBDB. If more than one application is received on the same date, the applications for that day will also be ranked by the date of such Class Member's original application with GBDB. The priority employment list will be completed within 10 calendar days after GBDB's receipt of the last timely Notification Letter.
 - iii) GBDB will extend job offers as vacancies occur in General Laborer positions, until 182 qualified applicants from the priority employment list have been hired or until the list is exhausted, whichever comes first. OFCCP will review rejections of candidates deemed not qualified and confirm all rejections of offers.
 - iv) Qualified applicants who receive a job offer are required to respond within 24 hours. If an applicant fails to respond during this time period, the applicant will be moved to the end of the job-offer list. If the same individual fails to timely respond to a second (and separate) job offer, the individual will be deemed to have declined the second offer and will be stricken from the list. Qualified applicants who receive an offer will be allowed up to 2 weeks to report for work, if needed.
 - v) Retroactive seniority has been considered and is not separately payable under this Agreement.
 - vi) GBDB will have fulfilled its obligation under this Agreement when 182 qualified applicants from the priority employment list have been hired, or all qualified applicants on the priority employment list have accepted or declined an offer of employment, whichever occurs first.
- F) Notification Letter and Application Time Period for Identification of Eligible Individuals:
- i) Within 46 calendar days of the Signature Date, GBDB will send a mailing to Class Members via first-class mail. For the mailing, GBDB will use the Class Member's most recent address available in GBDB's records. The Notification Letter, Election Form, and Release attached as Attachment

2A will be sent to the Class Members listed on Attachment 1A, together with a job application form; the Notification Letter, Election Form, and Release attached as Attachment 2B will be sent to the Class Members listed on Attachment 1B. The OFCCP has approved the form of Attachment 2A and Attachment 2B, including but not limited to the text of the Release.

- ii) The Notification Letter will explain the reason for the monetary payment. It will also explain the legal deductions that will be made (see Paragraph D(iii) above). The Notification Letter will inform each Class Member that she is eligible to receive monetary payment under this Agreement (regardless of whether she is currently interested in employment at GBDB). The Notification Letter will clearly explain that the Class Members will have 30 calendar days from their receipt of the Notification Letter to return the signed Election Form and Release via hand delivery, facsimile, or mail (postmarked by the 30th calendar day). The Notification Letter will identify to whom Election Form and Release are to be returned and it will give a contact name and telephone number at GBDB if there are additional questions.
- iii) The Notification Letter sent to Class Members listed on Attachment 1A will also explain that to be eligible for future employment consideration with GBDB, they must return a completed job application form to GBDB. The Notification Letter will clearly explain that the Class Members will have 30 calendar days from their receipt of the Notification Letter to return the completed job application form via hand delivery, facsimile, or mail (postmarked by the 30th calendar day). The Notification Letter will identify to whom job application form is to be returned and it will give a contact name and telephone number at GBDB if there are additional questions.
- iv) Those Class Members who do not respond within the 30-day period described above will be listed by name, address and Social Security number of record. Any Class Member whose Notification letter is returned as unclaimed mail or has an undeliverable or incorrect address will be deemed to have not responded for purposes of this paragraph. This list will be sent to OFCCP, St. Louis District Office (1222 Spruce Street, Room 10.207, St. Louis, Missouri 63103) within 15 calendar days from the date that the time period for filing a response to the Notification Letter has expired. OFCCP will have 30 calendar days from receipt of the list to provide to GBDB an updated list of addresses. Within 10 calendar days of receiving the new addresses, GBDB will re-mail the appropriate Notification Letter and attachment to the identified Class Members. The Class Members receiving the second mailing will have 30 calendar days from their receipt of the Notification Letter to return the signed Election

Form, Release, and job application (if applicable) via hand delivery, facsimile, or mail (postmarked by the 30th calendar day).

- v) The total number of Class Members to receive payment and/or future employment consideration will consist of those Class Members who returned a signed copy of the Election Form and Release within 30 calendar days from their receipt of the Notification Letter via hand delivery, facsimile, or mail (postmarked by the 30th calendar day). After the expiration of 45 calendar days from the date that GBDB re-mails the Notification Letter, any Class Member who has not responded within 30 calendar days of receipt will be ineligible to receive a portion of the Settlement Fund and will be ineligible for future employment consideration.

2. VIOLATION: GBDB failed to preserve personnel and employment records where adverse impact occurred, from January 1, 2006 to December 21, 2006, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements at 41 CFR 60-1.12a.

REMEDY: GBDB agrees to ensure that its recordkeeping system preserves personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements at 41 CFR 60-1.12a.

3. VIOLATION: GBDB failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 CFR 60-2.17(b). Specifically, GBDB did not analyze its selection process to determine which step in the selection process the impediment to equal employment opportunity existed.

REMEDY: GBDB agrees to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Where impediments exist, GBDB must analyze the steps in the selection process and determine whether the selection process (a) can be validated in accordance with the standards set forth in the Uniform Guidelines for Employee Selection Procedures, 41 CFR 0-3.3(A) and (b) if validated, the use of the test or other selection procedure may continue until such a time as it should reasonably be reviewed for currency.

4. VIOLATION: GBDB failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to Sec. 60-2.17(b) and to attain established goals and objectives as required by 41 CFR 60-2.17(c). Specifically, GBDB did not identify the disparities in the selection process and demonstrate good faith efforts to remove the identified barriers.

REMEDY: GBDB agrees to develop and execute action-oriented programs designed to correct any problem areas identified in its analysis of employment activity and demonstrate good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

GBDB commits that the violations will not be repeated.

PART III: REPORTING

1. GBDB agrees to retain all records pertinent to the violations resolved by this Agreement and for the reports required under it, until the expiration date of this Agreement or as required by the regulations, whichever is longer.
2. GBDB agrees to furnish 3 progress reports to the U. S. Department of Labor, OFCCP, 1222 Spruce Street, Room 10.207, St. Louis, Missouri 63103. The first and second reports are due as prescribed in Paragraphs I and II below. The third report will be due by January 31, 2012, and will cover the period from January 1, 2011 through December 31, 2011.

GBDB will submit the following reports:

- I. Report 1 is due 140 days after the Signature Date. Report 1 will include:
 - (a) Documentation of the meeting with management and all individuals responsible for the selection process, including the date of the meeting, a list of attendees, and a copy of the agenda.
 - (b) A "Respondent List," which should contain the following information:
 - (1) the names of the Class Members who have responded up to that point;
 - (2) information as to whether the Class Member's response was timely; and
 - (3) for the responding Class Members from Attachment 1A:
 - (i) whether the Class Member returned an employment application;
 - (ii) whether the Class Member has been offered a position;
 - (iii) whether the Class Member has been hired;
 - (iv) the name, title, pay rate, and date of hire of all hired Class Members;
 - (v) if the Class Member was hired and subsequently terminated employment, the date of termination and the reasons for the termination; and
 - (vi) if the Class Member was offered a position but not hired, the reasons for not hiring (for example: declined offer or failed drug test).
- II. Report 2 is due 120 days after submission of Report 1. Report 2 will include:

- (a) An updated version of the Respondent List.
- (b) Evidence of the Settlement Fund's disbursement (cancelled checks and a statement of account).

III. Report 3 is due January 31, 2012. Report 3 will include:

- (a) An updated version of the Respondent List.
- (b) Personnel activity, applicants and hires, that occurred in the General Laborer position. The data should detail the total number of applicants and hires, including gender.
- (c) The results of the impact ratio analysis for the General Laborer job group. Specifically, a copy of GBDB's adverse impact calculations for gender conducted on its hiring process during the period of January 1, 2011 through December 31, 2011. If the total selection process has an adverse impact, GBDB will provide an evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
- (d) Documentation of the development and execution of the action-oriented programs.
- (e) Documentation of impact and validity evidence as defined by 41 CFR 60-3.15.

- 4. This Agreement will remain in full force and effect until OFCCP receives and approves Report 3.

PART IV - SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Green Bay Dressed Beef LLC of Green Bay, Wisconsin.

Date 12/22/10

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

ED ARNSTAD
Vice President, Operations
Green Bay Dressed Beef LLC

Date 1/4/2011

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP, Midwest Region,
St. Louis District Office

Date 1/5/11

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

MAXINE L. MANUS
District Director
OFCCP, Midwest Region
St. Louis District Office

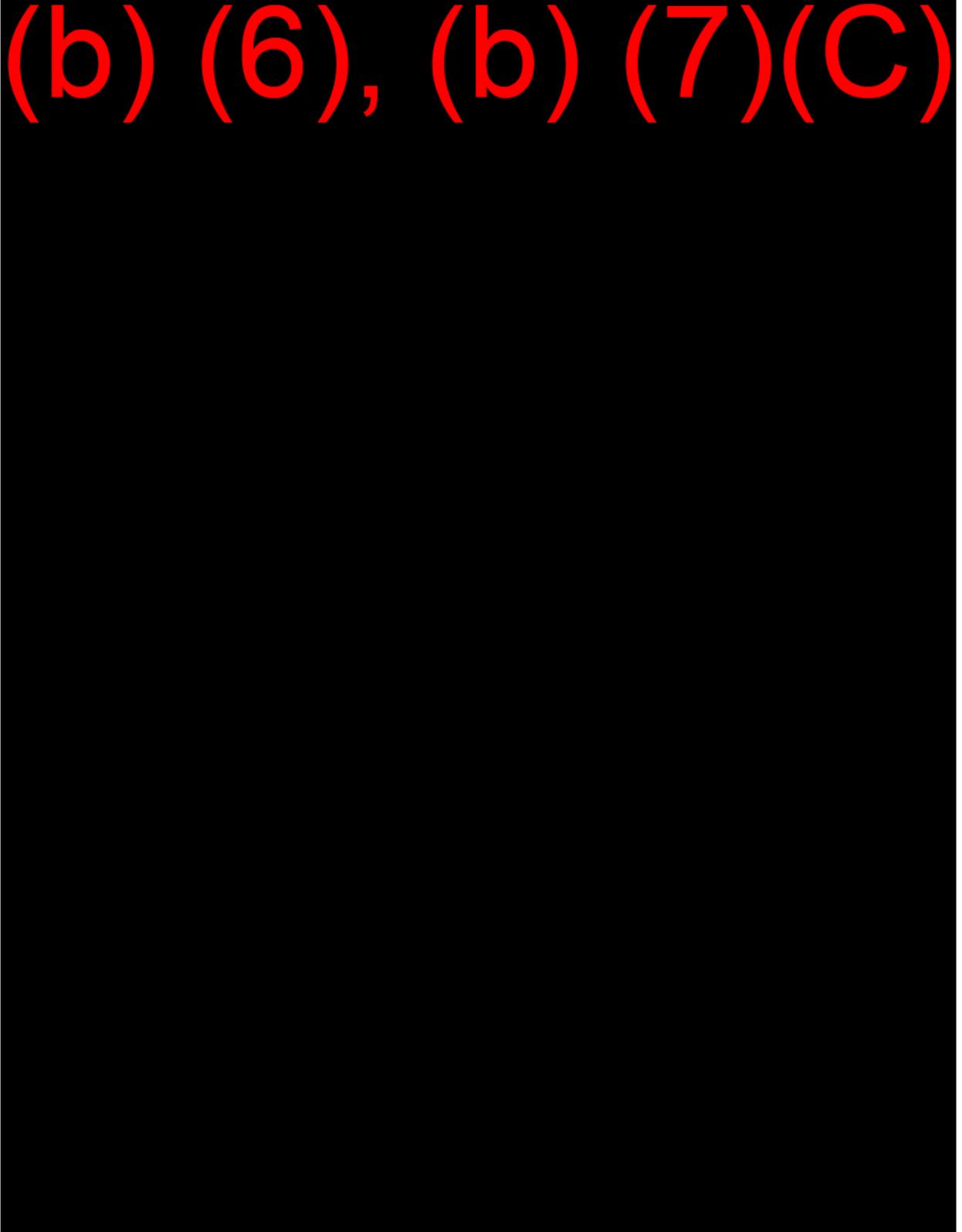
Date 1-5-11

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

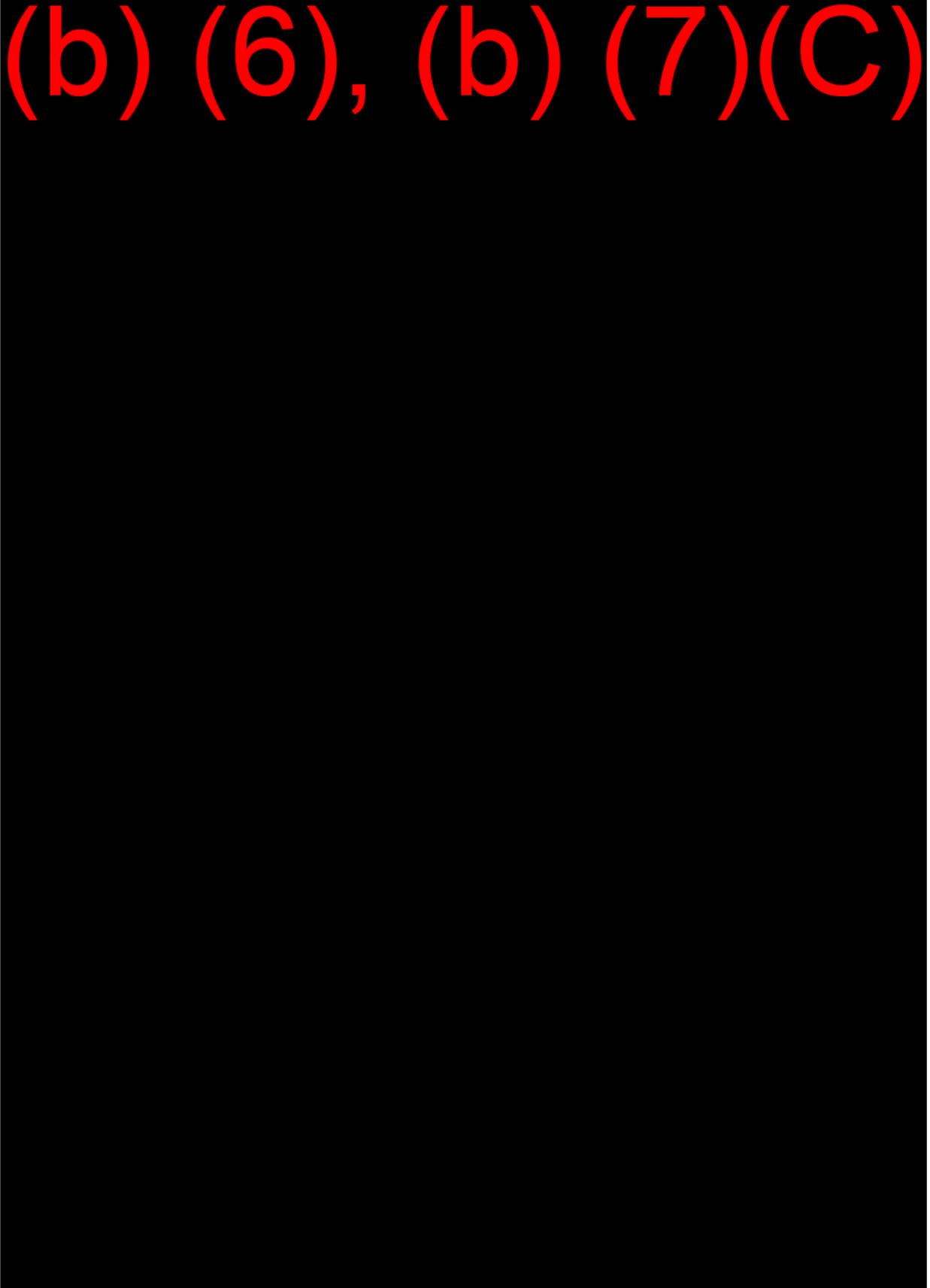
SANDRA SCOTT ZEIGLER
Regional Director
OFCCP, Midwest Region

ATTACHMENT 1A:
Class Members Not Previously Hired

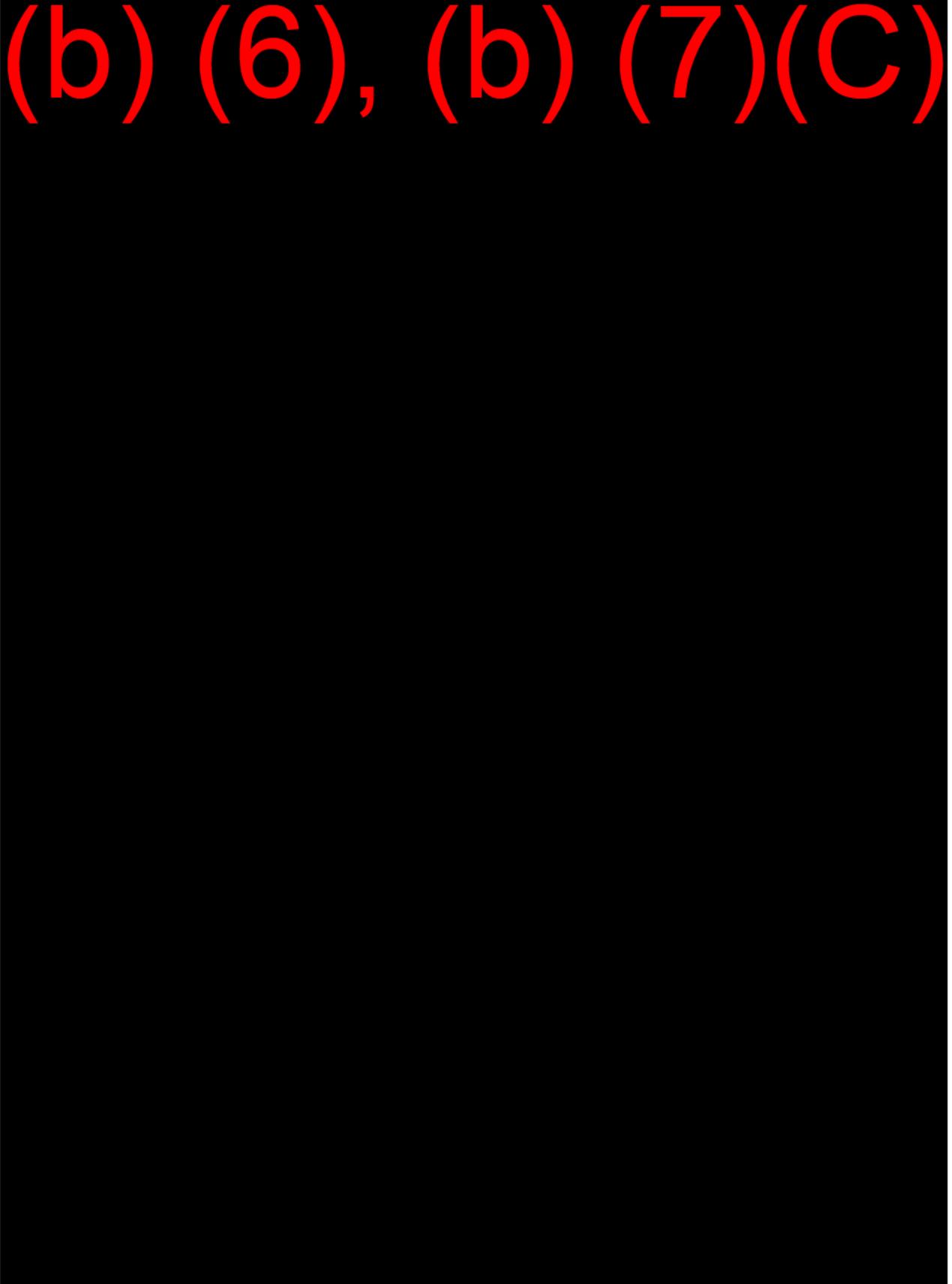
(b) (6), (b) (7)(C)



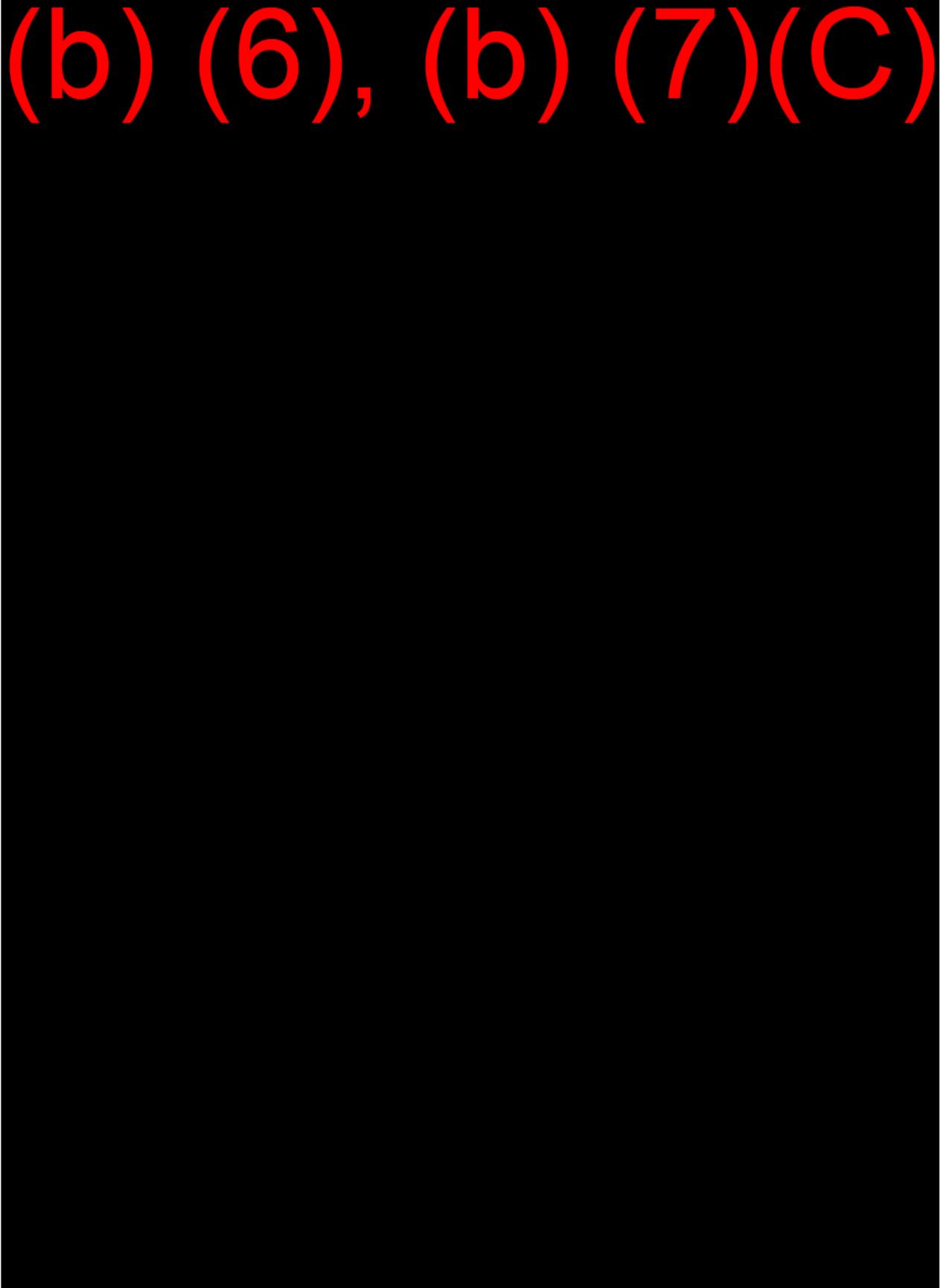
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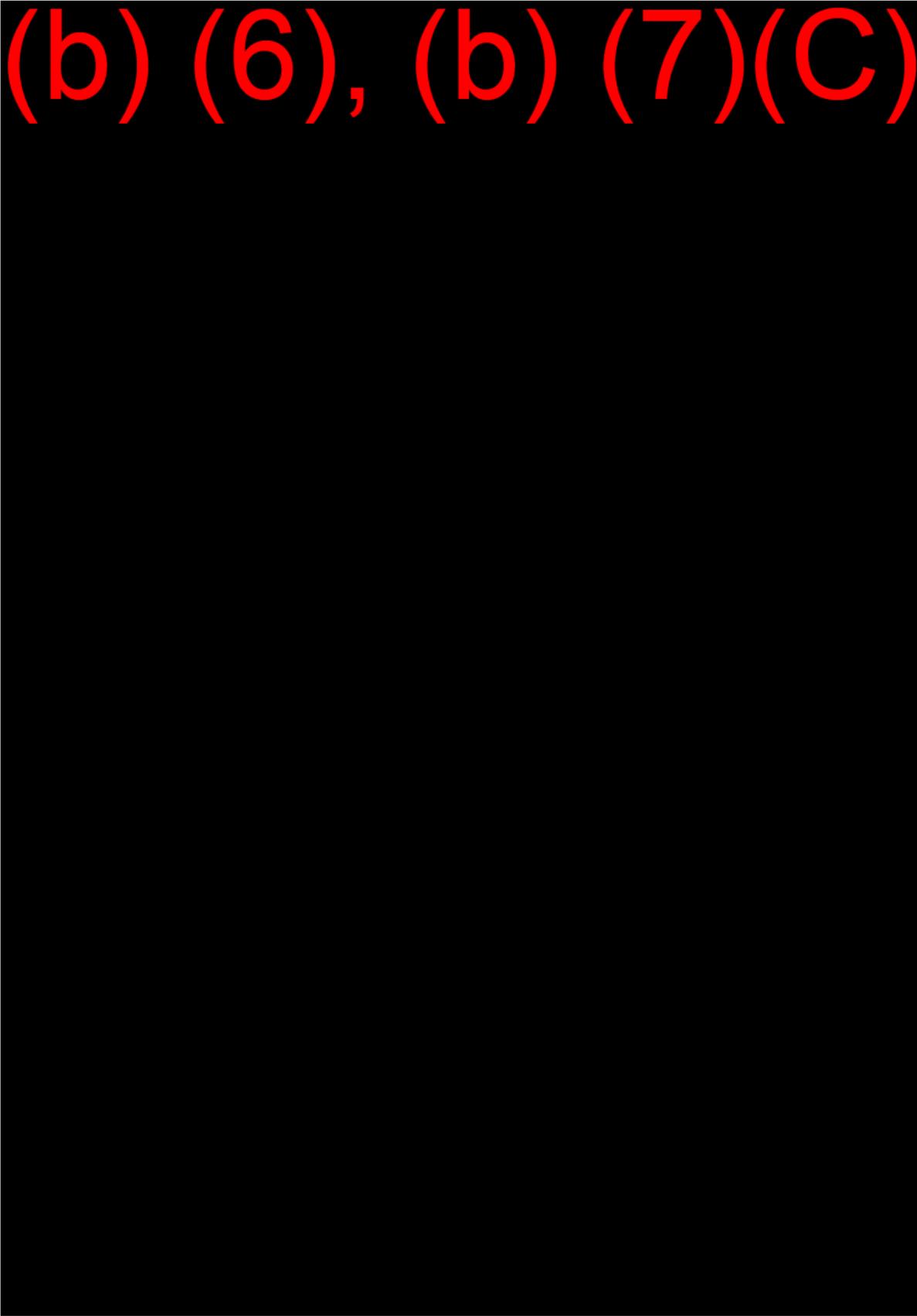
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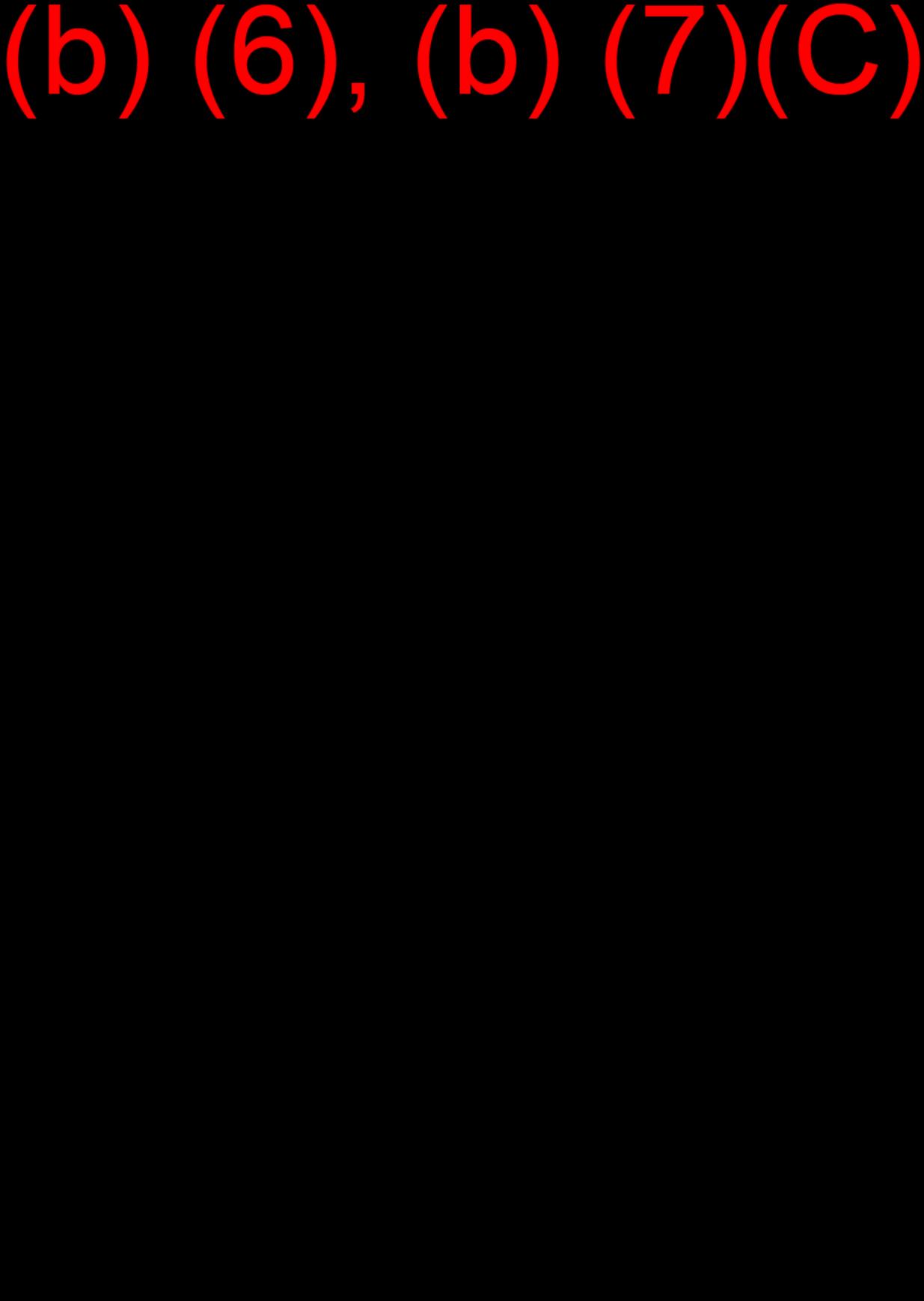
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(b) (6), (b) (7)(C)



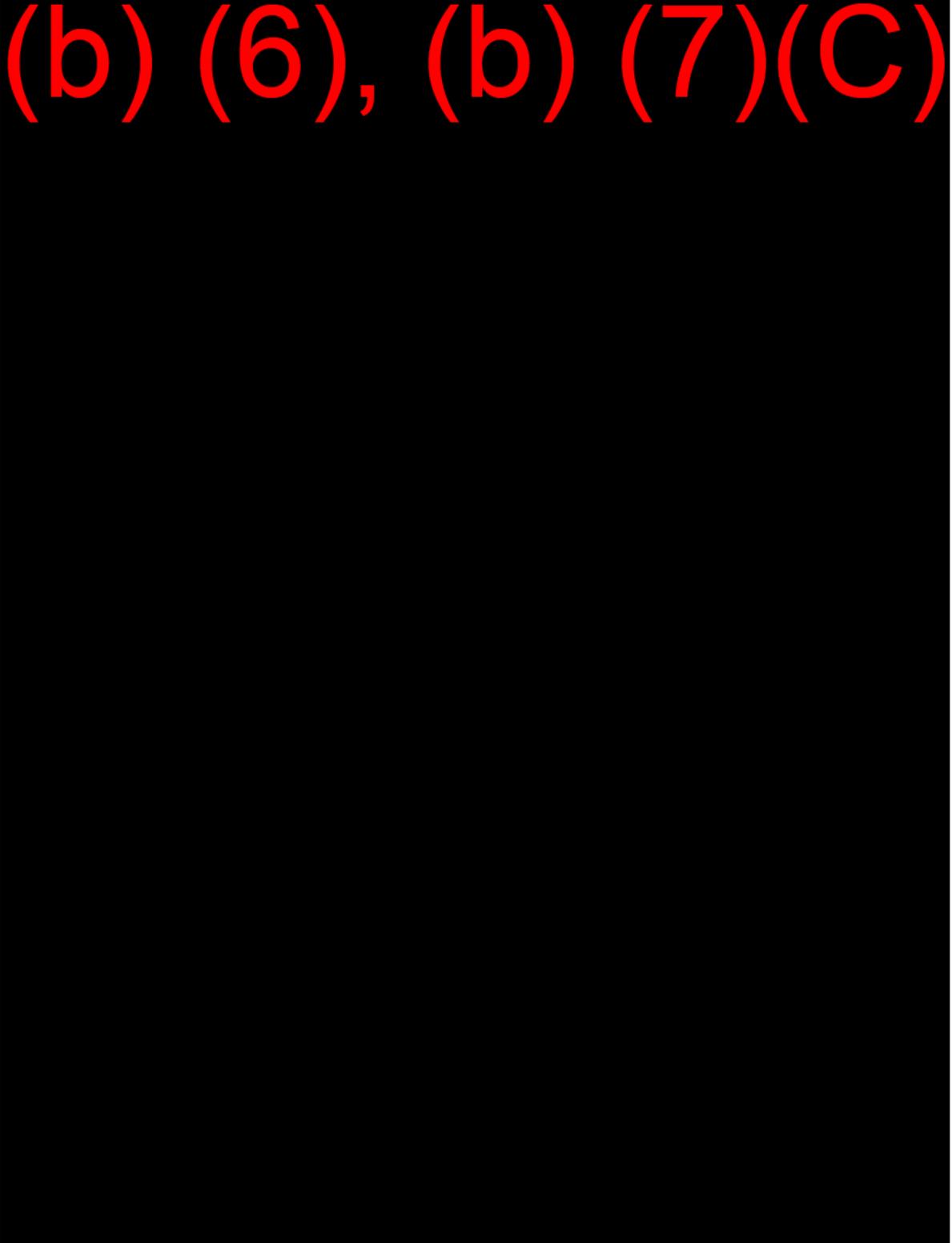
(b) (6), (b) (7)(C)



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

ATTACHMENT 1B:
Class Members Already Hired

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



ATTACHMENT 2A:
**Notification Letter, Election Form, and Release for Class Members Listed in
Attachment 1A**

NOTIFICATION LETTER

Dear Former Green Bay Dressed Beef Applicant:

We are writing to you with regard to your application for employment with Green Bay Dressed Beef ("GBDB") located in Green Bay, Wisconsin. Your application was submitted during the period of January 1, 2006 through December 31, 2007. Recently, the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted an evaluation of the company's hiring practices during the period of time when you submitted your application. OFCCP is the government agency responsible for enforcement of the equal employment opportunity and affirmative action obligations of Government contractors. At the conclusion of their audit, OFCCP issued a report, which included a finding that GBDB had not provided equal employment opportunity with respect to hiring female applicants for General Laborer positions. GBDB and the OFCCP have entered into an Agreement to resolve this issue.

Under the terms of the Agreement, GBDB has agreed to a monetary settlement, which will be divided amongst those individuals who decide to participate in the settlement.

Because you submitted a job application and were not hired during the period of time covered by the evaluation, you are eligible to receive a monetary payment under the terms of the Agreement. You are eligible to receive a payment even if you are not currently interested in employment with the company.

In order to be eligible to receive a share of the settlement, you must deliver a completed, signed copy of Election Form and the Release (both are enclosed) to GBDB. The Election Form and Release must be hand delivered, postmarked, or faxed to GBDB within thirty (30) calendar days of your receipt of this letter. Please send the Election Form and Release as follows:

By hand delivery or first-class mail:

Rita Schuster, Director of Human Resources
Green Bay Dressed Beef LLC
544 Acme Street
Green Bay, Wisconsin 54302

By fax:

920-436-6510 (ATTN: Rita Schuster)

When you return the Election Form and Release, you must also provide all the requested information, including your name, current address, current telephone number, and your social security number. Payment will then be made directly to you by GBDB. Because such payments represent wages, certain amounts will be withheld for such things as state and local taxes, FICA, FUTA, and similar items. If you do not respond within the thirty (30) calendar day period, you will not be eligible to receive payment.

In addition to participation in the monetary settlement, GBDB has agreed that if you file an employment application pursuant to this letter, you will be placed in a priority applicant pool and will be considered for future employment with GBDB in the General Laborer position. If you are interested in being considered for employment, you must complete and return the enclosed job application form. It also needs to be postmarked, hand delivered, or faxed as instructed above to GBDB , within thirty (30) calendar days of your receipt of this letter. If you do not return a completed job application form within that time period, you will not be considered for employment under the Agreement.

If you change your name, address, or telephone number, please mail or fax the changes to the address or telephone number above or you may forfeit eligibility under the Agreement.

Sincerely,

Rita Schuster
Director of Human Resources
Green Bay Dressed Beef

ELECTION

_____ I hereby elect to receive a monetary payment out of the settlement, and am interested in applying for employment under the Agreement between OFCCP and GBDB. A completed Release and job application form are enclosed.

_____ I hereby elect to receive a monetary payment out of the settlement, but I am *not* interested in applying for employment with GBDB. A completed Release is enclosed.

Signature _____

Printed Name _____

Address _____

Telephone Number _____

Social Security Number _____

Date _____

Please keep one copy for your records and return the original to Green Bay Dressed Beef LLC, as follows:

By hand delivery or first-class mail:

Rita Schuster, Director of Human Resources
Green Bay Dressed Beef LLC
544 Acme Street
Green Bay, Wisconsin 54302

By fax:

920-436-6510 (ATTN: Rita Schuster)

RELEASE

In consideration of a payment (less applicable deductions) by Green Bay Dressed Beef LLC to me, which I agree is acceptable, and also in consideration of the Conciliation Agreement between Green Bay Dressed Beef LLC and the Office of Federal Contract Compliance Programs ("OFCCP"), I _____ agree to the following:

I hereby waive, release and forever discharge Green Bay Dressed Beef LLC, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of actions, damages, liabilities, and claims under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which related in any way to being selected for employment at any time prior to the effective date of this Release.

I understand Green Bay Dressed Beef LLC denies that it treated me unlawfully or unfairly in any way and that Green Bay Dressed Beef LLC entered into a Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP in 2006. I further agree that the payment of the aforesaid sum by Green Bay Dressed Beef LLC to me is not to be construed as an admission of any liability by Green Bay Dressed Beef LLC.

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. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Green Bay Dressed Beef LLC within thirty (30) days from the date I received this Release, I will not be entitled to receive any payment from Green Bay Dressed Beef LLC.

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, 2010.

Signature

Printed Name

ATTACHMENT 2B:
**Notification Letter, Election Form, and Release for Class Members Listed in
Attachment 1B**

NOTIFICATION LETTER

Dear Former Green Bay Dressed Beef Applicant:

We are writing to you with regard to your application for employment with Green Bay Dressed Beef ("GBDB") located in Green Bay, Wisconsin. Your application was submitted during the period of January 1, 2006 through December 31, 2007. Recently, the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted an evaluation of the company's hiring practices during the period of time when you submitted your application. OFCCP is the government agency responsible for enforcement of the equal employment opportunity and affirmative action obligations of Government contractors. At the conclusion of their audit, OFCCP issued a report, which included a finding that GBDB had not provided equal employment opportunity with respect to hiring female applicants for General Laborer positions. GBDB and the OFCCP have entered into an Agreement to resolve this issue.

Under the terms of the Agreement, GBDB has agreed to a monetary settlement, which will be divided amongst those individuals who decide to participate in the settlement.

In order to be eligible to receive a share of the settlement, you must deliver a completed, signed copy of Election Form and the Release (both are enclosed) to GBDB. The Election Form and Release must be hand delivered, postmarked, or faxed to GBDB within thirty (30) calendar days of your receipt of this letter. Please send the Election Form and Release as follows:

By hand delivery or first-class mail:

Rita Schuster, Director of Human Resources
Green Bay Dressed Beef LLC
544 Acme Street
Green Bay, Wisconsin 54302

By fax:

920-436-6510 (ATTN: Rita Schuster)

When you return the Election Form and Release, you must also provide all the requested information, including your name, current address, current telephone number, and your social security number. Payment will then be made directly to you by GBDB. Because such payments represent wages, certain amounts will be withheld for such things as state

and local taxes, FICA, FUTA, and similar items. If you do not respond within the thirty (30) calendar day period, you will not be eligible to receive payment.

If you change your name, address, or telephone number, please mail or fax the changes to the address or telephone number above or you may forfeit eligibility under the Agreement.

Sincerely,

Rita Schuster
Director of Human Resources
Green Bay Dressed Beef

ELECTION

_____ I hereby elect to receive a monetary payment out of the settlement. A completed Release is enclosed.

Signature _____

Printed Name _____

Address _____

Telephone Number _____

Social Security Number _____

Date _____

Please keep one copy for your records and return the original to Green Bay Dressed Beef LLC, as follows:

By hand delivery or first-class mail:

Rita Schuster, Director of Human Resources
Green Bay Dressed Beef LLC
544 Acme Street
Green Bay, Wisconsin 54302

By fax:

920-436-6510 (ATTN: Rita Schuster)

RELEASE

In consideration of a payment (less applicable deductions) by Green Bay Dressed Beef LLC to me, which I agree is acceptable, and also in consideration of the conciliation agreement between Green Bay Dressed Beef LLC and the Office of Federal Contract Compliance Programs ("OFCCP"), I _____ agree to the following:

I hereby waive, release and forever discharge Green Bay Dressed Beef LLC, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of actions, damages, liabilities, and claims under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which related in any way to being selected for employment at any time prior to the effective date of this Release.

I understand Green Bay Dressed Beef LLC denies that it treated me unlawfully or unfairly in any way and that Green Bay Dressed Beef LLC entered into a Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP in 2006. I further agree that the payment of the aforesaid sum by Green Bay Dressed Beef LLC to me is not to be construed as an admission of any liability by Green Bay Dressed Beef LLC.

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. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Green Bay Dressed Beef LLC within thirty (30) days from the date I received this Release, I will not be entitled to receive any payment from Green Bay Dressed Beef LLC.

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, 2010.

Signature

Printed Name