

## **CONCILIATION AGREEMENT**

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

The Hillshire Brands Company

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

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated The Hillshire Brands Company, ("Hillshire"), located at 3900 Meacham Blvd., Haltom City, Texas and found that Hillshire was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Hillshire of the specific violations found and the corrective actions required in a Notice of Violation issued on July 20, 2015 and a subsequent Notice to Show Cause on February 23, 2018. 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 Hillshire enter into this Conciliation Agreement ("Agreement") and agree to all of the terms stated below.

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

1. In exchange for Hillshire'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 Hillshire violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Hillshire 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. Hillshire will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Hillshire understands that nothing in this Agreement relieves Hillshire 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 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. Hillshire 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.
9. This Agreement will expire 60 calendar days after Hillshire submits the final progress report required in Part IV (D) below, unless OFCCP notifies Hillshire in writing prior to the expiration date that Hillshire has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that Hillshire has met all of its obligations under the Agreement.
10. If Hillshire violates this Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Hillshire violated any term of the Agreement while it was in effect, OFCCP will send Hillshire a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Hillshire will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If Hillshire 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. Hillshire 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 Hillshire of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Hillshire violated any laws.

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

1. **VIOLATION:** OFCCP found that Hillshire was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Hillshire's hiring process and selection procedures revealed that Hillshire allegedly discriminated against white, black, Asian and female applicants for entry-level Sanitor positions, now referred to as "Sanitation", during the period of April 1, 2012 through June 30, 2013.

Based on OFCCP's analysis of the records and information provided by Hillshire, OFCCP found a standard deviation of (b) (7)(E) and a shortfall in hiring of 12 female applicants, a (b) (7)(E) standard deviation with a shortfall in hiring of 8 white applicants, a (b) (7)(E) standard deviation with a shortfall in hiring of 24 black applicants, and a standard deviation of (b) (7)(E) with a shortfall in hiring of 4 Asian applicants.

Hillshire denies any non-compliance with the Executive Order, its implementing regulations or any other law or regulation.

2. **VIOLATION:** OFCCP found that Hillshire was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Hillshire's hiring practices and selection procedures revealed that it allegedly discriminated against white, black, Asian, and male applicants for the Laborer positions during the period August 1, 2012 through October 31, 2012.

During the period, the gender analysis resulted in a standard deviation of over (b) (7)(E) and a shortfall of 9 against male applicants. OFCCP's race analysis yielded statistically significant disparities that negatively impacted white applicants at over (b) (7)(E) standard deviations with a shortfall in hiring of 6 white applicants, black applicants at over (b) (7)(E) standard deviations with a shortfall in hiring of 8 black applicants, and Asian applicants at over (b) (7)(E) standard deviations with a shortfall in hiring of 1 Asian applicant.

Hillshire denies any non-compliance with the Executive Order, its implementing regulations or any other law or regulation.

**REMEDIES 1 & 2:** Hillshire 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:

- a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the Effective Date of this Agreement, Hillshire will provide a written copy of its revised practices, policies, and procedures that the company uses to recruit, track and hire applicants for Sanitation and Laborer positions (hereinafter the "Revised Hiring Process"). Hillshire has revised its hiring processes as follows:
- i. Hillshire transitioned to a new electronic recruiting system at the Haltom City facility beginning in January 2016. Procedures to recruit applicants for Sanitation and 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 Sanitation or Laborer pools.
  - ii. 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, post-offer, pre-employment screen or any other selection procedure.
  - iii. Procedures are in place to ensure disposition information is recorded for job seekers and applicants and decisions are documented at each step of the selection process. Additionally, Hillshire ensures all applicants are tracked by race, gender and ethnicity, if demographic information is available.
  - iv. Procedures to ensure documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3 have been implemented.

Thereafter, within 90 calendar days of the Effective Date of this Agreement, Hillshire will provide training to all individuals involved in any way in recruiting, selecting, or tracking job seekers and applicants for the Sanitor and Laborer positions. Hillshire will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper utilization of the revised procedures identified in paragraphs (i) through (iv) above.

- b) Notification: Within 30 calendar days of the Effective Date of this Agreement, Hillshire must notify the Class Members listed in Attachment 1(a) and (b) of the terms of this Agreement by mailing, by first class mail, each individual in the affected class the: Notice to Class Members (Attachment 2 (a) or (b), "Notice"), the Claim Form (Attachment 3(a) or (b)), the Release of Claims under Executive Order 11246 (Attachment 4(a) or (b), "Release"), and a postage paid self-addressed return



envelope (hereinafter referred to as "Notification Package"). Hillshire will notify OFCCP of all letters returned as undeliverable within 30 calendar days of the Notification Package mailing. Hillshire will provide a list to OFCCP of those Class Members who have not yet responded to the Notification Package and/or have not fully executed the Claim Form and Release within 60 calendar days of the Effective Date. OFCCP will then initiate efforts to locate those Class Members and will provide updated contact information to Hillshire within ten (10) calendar days of receiving the list.

Hillshire agrees to mail, by First Class Mail, a second Notification Package to Class Members that OFCCP locates within five (5) business days of receiving updated contact information.

- c) Eligibility: All Class Members listed on Attachment 1(a) and (b) who sign and return the Claim Form and Release to Hillshire within 120 calendar days of the Effective Date of the Agreement ("Eligible Class Members") will share the monetary settlement, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for Sanitation or Laborer positions for which the Class Member applied during the applicable review period referenced in Part III, as is set forth further in this Agreement below. If a Class Member does not return the Claim Form and Release to Hillshire within 120 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the Effective Date of the Agreement, Hillshire will provide OFCCP with the lists of all Eligible Class Members who timely returned the Claim Form and Release. Hillshire will provide a copy of each executed Claim Form and Release it receives with 125 calendar days of the Effective Date of the Agreement. OFCCP will forward, any original executed Claim Forms and Releases returned directly to OFCCP during the Claims Administrative process within five (5) days of receipt. Within 140 calendar days from the Effective Date of the Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with Hillshire any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. After the approval of the final lists, settlement funds will be allocated to the two groups based on the value of the Sanitation and Laborer positions and the number of individuals who respond to the Notice. All Eligible Class Members will be entitled to a share of the monetary settlement regardless of whether they are interested in employment with Hillshire.

- d) Employment: As Sanitation or Laborer positions become available, Hillshire will consider for employment qualified Eligible Class Members who complete a Claim Form and express an interest in employment with Hillshire, are not currently employed by Hillshire or any of its parents, or subsidiaries or affiliate companies, and who follow Hillshire's hiring process, in its efforts to remedy the shortfalls listed below; or until the Eligible Class Member lists are exhausted, whichever occurs first.

- 1) Sanitation      12 Eligible Class Members (females)  
                         36 Eligible Class Members (8 whites, 24 blacks, 4 Asians)
- 2) Laborers        9 Eligible Class Members (males)  
                         15 Eligible Class Members (6 whites, 8 blacks, 1 Asians)

Hiring obligations will be offset by any Eligible Class Members who submit claim forms and already have been hired by Hillshire, since July 1, 2013. Hillshire will make good faith efforts to satisfy the shortfalls by gender and race/ethnicity listed above, and will receive credit for Eligible Class Members who self-identify in the gender and race/ethnic categories. E.g. a white female Eligible Class Member hired into a sanitation position shall count as a white hire and a female hire.

Eligible Class Members will be considered for the Sanitation or Laborer job openings in the order that Hillshire receives their Claim Forms. If Hillshire receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the earliest date of their original application.

Eligible Class Members shall be responsible for notifying Hillshire of any changes in their addresses or other contact information. Hillshire shall not impose more stringent or different hiring criteria on Eligible Class Members. Any Eligible Class Member who expresses an interest in employment will be eligible for future employment consideration for a Sanitation or Laborer position, provided he/she fully completes an employment application, is 18 years of age, is legally authorized to work in the United States, submits to and passes a post-offer drug screen. However, if Hillshire's records reveal that a Class Member is not eligible for rehire, then the Class Member will only receive a monetary payment under this Agreement and no job offer. Eligible Class Members will be allowed at least one (1) week to accept an offer of hire and one (1) additional week to report for work after receiving a written job offer from Hillshire. Pursuant to this Agreement, Eligible Class Members hired into Sanitation or Laborer positions must be paid the current wage rate for the Sanitation or Laborer positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly-situated employees.

Hillshire will initiate its hiring obligation of Eligible Class Members under this section within 12 months of the Effective Date of this Agreement, and continue hiring to satisfy the shortfalls or the list of Eligible Class Members interested in employment is exhausted, whichever occurs first.

- e) Monetary Settlement: Within 30 calendar days of the Effective Date of this Agreement, Hillshire will deposit \$350,000 into an interest-bearing escrow account for distribution to the Eligible Class Members. The \$350,000 consists of \$290,500 in back pay and \$59,500 in interest.



Hillshire agrees to distribute settlement payments, less legal payroll deductions required by law from back pay only (including, but not limited to, federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes; , among all Eligible Class Members on the final approved lists. The actual amounts for the Sanitation and Laborer Eligible Class Members will be determined after the final lists are approved OFCCP and Hillshire will discuss the actual amounts for each of the two positions before the distribution is made.

Hillshire 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. These IRS forms will be mailed either with the settlement check or by the deadline imposed by applicable law. Hillshire will disburse the monetary settlement payments within 15 calendar days after OFCCP approves and provides Hillshire with a copy of the final lists of Eligible Class Members.

Within ten (10) calendar days of Hillshire's receipt of a check to an Eligible Class Member returned as undeliverable, Hillshire will notify OFCCP of returned checks via e-mail sent to Director of Regional Operations Ronald Sullivan at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate or corrected address, Hillshire will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address for an Eligible Class Member. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void, and the funds will revert to Hillshire.

Hillshire will use any uncashed funds not distributed to Eligible Class Members to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III - Paragraph (a) of Remedies for Violations 1 & 2.

3. **VIOLATION:** Hillshire failed to preserve all personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a). Specifically, Hillshire failed to preserve phone screen logs and/or notes, interview questions and notes, and accessibility to payroll records. OFCCP received discrepant statements from Hillshire regarding whether or not there were interview notes. However, Hillshire did indicate that if any phone screen logs, interview questions and notes were created, these documents were not consistently maintained. Additionally, in emails dated July 17, 2014 and March 13, 2015, Hillshire indicated that it "changed payroll processors as of January 1, 2014 and are no longer able to run reports from the prior system."

**REMEDY:** Hillshire will ensure that its records are collected and preserved in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

4. **VIOLATION:** Hillshire did not create a job group analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 C.F.R. § 60-2.12(b). Hillshire submitted a job group analysis comprised of eight job groups. Specifically, job group 7-04 Semi-Skilled Machine Operators is comprised of 14 job titles, all of which entail operating a machine, except for the job title, Packer. OFCCP determined that the job title, Packer is not similar in content, wage rate, or opportunity, to the other job titles in this job group, instead it is similar with job titles in job group 8-02, Laborers/Helpers.

**REMEDY:** Hillshire has created a job group analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 C.F.R. § 60-2.12(b). The "packer" job title is no longer utilized. However, all entry-level, non-skilled positions are included in the Laborers job group in current AAPs.

5. **VIOLATION:** Hillshire failed to conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. 60-3.4, and 60-3.15A. Hillshire failed to conduct adverse impact analyses for each group constituting more than 2% of the labor force or 2% of the applicable workforce in accordance with the requirements of 41 C.F.R. 60-3.15A. Specifically, Hillshire solely conducted an adverse impact analyses by non-minority and minority groups, instead of by individual race groups that constitute more than 2% of the labor force or 2% of the applicable workforce as specified in 41 C.F.R. 3.15A. Additionally, Hillshire conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact, but failed to evaluate the individual components of the selection process for adverse impact in accordance with the requirements of 41 C.F.R. 60-3.4 and 60-3.15A.

**REMEDY:** Hillshire now conducts an accurate adverse impact analysis in accordance with the requirements of 41 C.F.R. 60-3.4 and 60-3.15A. If adverse impact is found to exist in any of the individual component(s) of the selection process, Hillshire validates the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedure.

#### **PART IV. REPORTS REQUIRED**

Hillshire must submit the documents and reports described below to:

Ronald Sullivan, Director of Regional Operations  
OFCCP – Dallas Regional Office  
U.S. Department of Labor  
525 South Griffin Street, Room 840  
Dallas, Texas 75202



1. Within 30 calendar days of the Effective Date of this Agreement, Hillshire will provide OFCCP with the name and contact information for the person who can provide information on the designated monetary settlement funds.
2. Pursuant to paragraph (a) of Remedies 1 & 2, within 60 calendar days of the Effective Date of this Agreement, Hillshire will submit a copy of the written Revised Hiring Process.
3. Pursuant to paragraph (a) of Remedies 1 & 2, with the first progress report below, Hillshire will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking job seekers and applicants for Sanitation and/or Laborer positions 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.
4. Within the prescribed timeframes, Hillshire will submit all documents and information referenced in paragraphs (b) and (c) of Remedies 1 & 2. Such documents and information must 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 Claim Form and Release within 60 calendar days of the Effective Date of the Agreement, and a list of Eligible Class Members who have returned a signed Claim Form and Release within 120 calendar days of the Effective Date.

Hillshire must submit two (2) progress reports covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning on the Effective Date. The subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Violations 1 & 2, Hillshire will submit the following in each semi-annual progress report:

- 1) Documentation of monetary payments made to all Eligible Class Members as specified in paragraph (e) of Remedies 1 & 2. The documentation shall 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. Hillshire will provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who were offered and/or hired into the impacted positions, including the name, date of offer/hire, job title of position offered/hired into, whether the offer was accepted and, if so, start date, rate of pay and benefit options available to full-time employees;

- 3) For Eligible Class Members who were considered for employment but were not hired, Hillshire 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(s), failure to submit to and/or satisfy pre-employment screening(s), and documentation that the Eligible Class Member declined a job offer etc.);

Hillshire will continue submitting the information in subsections 1-3 above in the two (2) semi-annual progress reports until the monetary distribution process under this Agreement has been satisfied and the offer/hire obligations have been met or expired, or the list of Eligible Class Members has been exhausted, whichever occurs first. If complete documentation is provided in the first progress report, it need not be submitted in a subsequent progress report.

Pursuant to Violations 3 and 5, Hillshire will also submit the following in each progress report:

- 1) The total number of job seekers for the Sanitation and Laborer positions during the respective reporting period.
- 2) The total number of applicants and hires and the breakdown by race, gender and ethnic group for the Sanitation and Laborer positions during the respective reporting period,
- 3) The results of Hillshire'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 groups set forth in 41 CFR § 60-3.4B. For purposes of the adverse impact analysis, Hillshire must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. For the final progress report, Hillshire shall combine the data for the first and second reporting periods to analyze at least one 12-month period.
- 4) 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 Hillshire's evaluation of the individual components of the selection process for adverse impact;
- 5) The actions taken by Hillshire upon determining that any component of the selection process has an adverse impact on members of groups as set forth in subparagraphs 1 and/or 2 above.

Pursuant to Violation 4, the revised job group analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 C.F.R. 60-2.12(b).

Hillshire will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on



which the reports are based, until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Hillshire, , located at 3900 Meacham Blvd. Haltom City, Texas 76117.

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

Vicki Pearson  
Director Affirmative Action  
Employee Relations & Compliance  
Department  
Hillshire Brands

Date: 9/28/18

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

Melissa L. Speer  
Regional Director  
Southwest & Rocky Mountain Region,  
OFCCP

Date: 9-28-2018

**Attachments:**

- Attachment 1(a), Affected Class Members (Sanitation)
- Attachment 1(b), Affected Class Members (Laborers)
- Attachment 2(a), Notice Form (Sanitation)
- Attachment 2(b), Notice Form (Laborers)
- Attachment 3(a), Claim Form (Sanitation)
- Attachment 3(b), Claim Form (Laborers)
- Attachment 4(a), Release of Claims (Sanitation)
- Attachment 4(b), Release of Claims (Laborers)

**ATTACHMENT 1(a)**  
**Affected Class Members – Sanitors**


COUNT	FIRST NAME	LAST NAME	RACE	GENDER	APPLICATION DATE
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**ATTACHMENT 1(b)**  
**Affected Class Members - Laborers**

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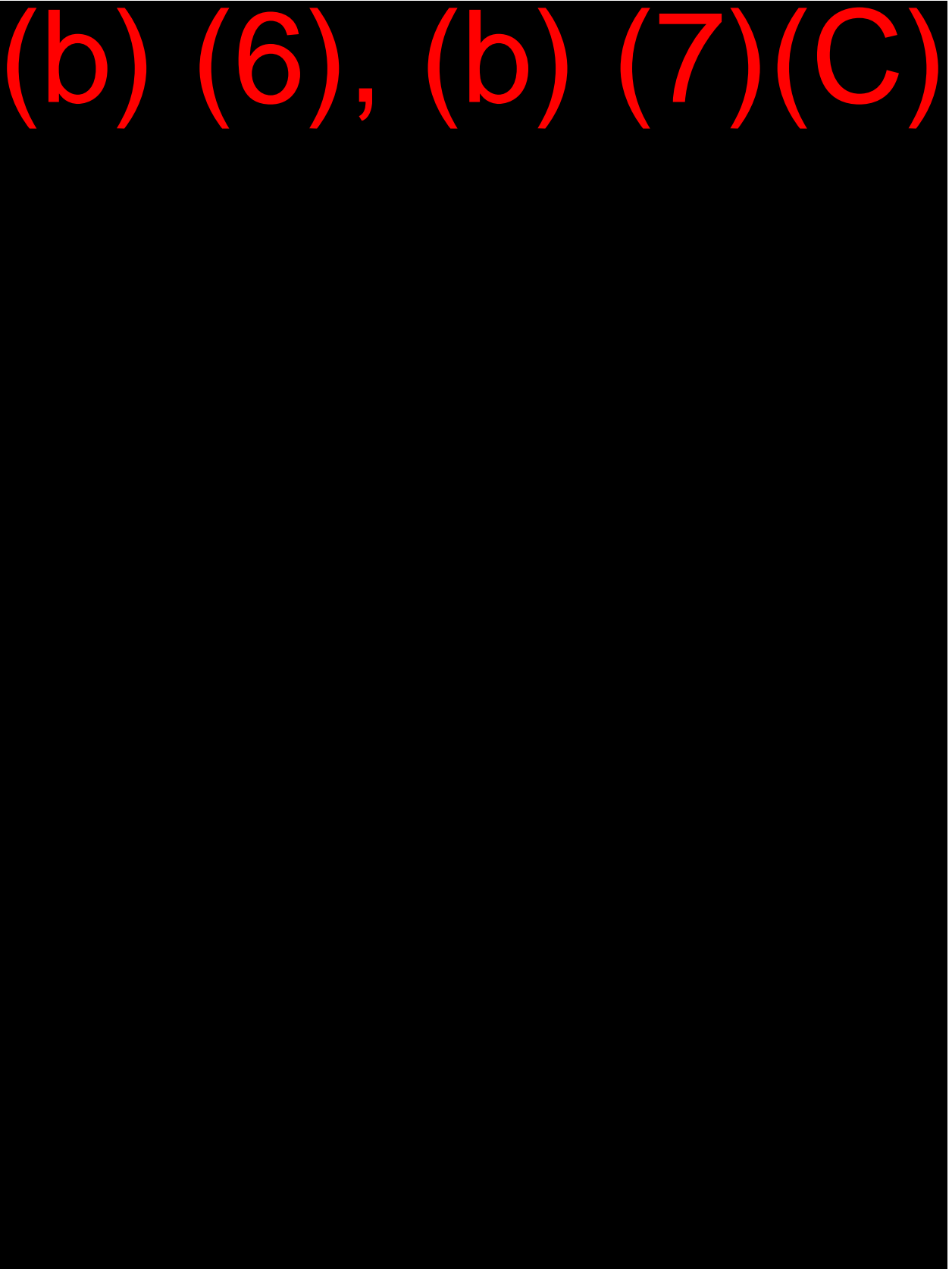
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*You may be eligible to receive money and a job  
because of a legal settlement between Hillshire and  
the U.S. Department of Labor.*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and the Hillshire Brands Company (“Hillshire”) 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 a job with the Hillshire facility located at 3900 Meacham Blvd., Haltom City, Texas.

**ARE YOU AFFECTED?**

If you are a female, white, black, or Asian applicant, who applied and was not hired for a Sanitation position at Hillshire between April 1, 2012 and June 30, 2013, you 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 compliance review of Hillshire’s hiring practices during April 1, 2012 and June 30, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleged that Hillshire discriminated against applicants who applied for a Sanitation position at the Hillshire facility in Haltom City, Texas.

Ultimately, OFCCP issued a Notice of Violations against Hillshire on these claims. Although Hillshire disagreed with OFCCP’s findings, OFCCP and Hillshire 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 violation.

As a result, Hillshire must pay money to affected class members who applied during the relevant time frame. Hillshire will also offer jobs to some of these class members.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Sanitation position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$????** (before taxes). This payment represents your share of back wages and other payments Hillshire is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, Social Security contributions, and payroll deductions.

- (2) Hillshire will be making job offers for Sanitation 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 job with Hillshire, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Hillshire. Please do not ignore this Notice or throw it away.

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

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

**The Claim Form must be received by [insert actual date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the individuals covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date]** to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at 972-850-2650 or **(b) (7)(C), (b) (7)(E)**@dol.gov. You can also visit the U.S. Department of Labor website about this matter at <http://www.dol.gov/ofccp/CML/index.htm>.



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because of a legal settlement between Hillshire and  
the U.S. Department of Labor.*

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**ARE YOU AFFECTED?**

If you are a male, white, black, or Asian applicant, who applied for and was not hired as a Laborer position at Hillshire between August 1, 2012 and October 31, 2012, you 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 compliance review of Hillshire’s hiring practices during August 1, 2012 and October 31, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleged that Hillshire discriminated against applicants who applied for a Laborer position at the Hillshire facility in Haltom City, Texas.

Ultimately, OFCCP issued a Notice of Violation against Hillshire on these claims. Although Hillshire disagreed with OFCCP’s findings, OFCCP and Hillshire 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 violation.

As a result, Hillshire must pay money to affected class members who applied during the relevant time frame. Hillshire will also offer jobs to some of these class members.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Laborer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$????** (before taxes). This payment represents your share of back wages and other payments Hillshire is making to settle the alleged violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, Social Security contributions, and payroll deductions.

- (2) Hillshire will be making job offers for Laborer 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 job with Hillshire, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Hillshire. Please do not ignore this Notice or throw it away.

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

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

**The Claim Form must be received by [insert actual date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the individuals covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the deadline of **[insert actual date]** to receive any money or consideration for a job opportunity or any other relief provided to you by the settlement.

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at 972-850-2650 or **(b) (7)(C), (b) (7)(E)**@dol.gov. You can also visit the U.S. Department of Labor website about this matter at <http://www.dol.gov/ofccp/CML/index.htm>.

# Claim Form – Affected Applicants (Sanitation)

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

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

**DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR**

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

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked on or before [insert Deadline above], to

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert 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 offer.**

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.**

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

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

Gender (Male/Female): \_\_\_\_\_

Race/Ethnicity (Caucasian, African-American/Black, Hispanic, Asian/Pacific Islander, American-Indian/Alaskan Native): \_\_\_\_\_

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

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

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

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

**Please provide your social security number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

**Notify us at the address below if your address changes within the next six (6) months, or contact us if you have any questions about this claim form, the notice, or the settlement.**

**Name**  
**Address**  
**Phone**  
**Email/website link**

**Step 2: Inform us if you are interested in a position and if you previously worked for Hillshire (choose all that apply):**

- ☐ Yes, I am still interested in a Sanitation position with Hillshire located in Haltom City, Texas.
- ☐ No, I am not currently interested in a Sanitation position with Hillshire located in Haltom City, Texas.
- ☐ I am currently employed by Hillshire.
- ☐ I was previously employed by Hillshire.

—

Name at time of employment: \_\_\_\_\_



Hillshire location employed: \_\_\_\_\_

Dates of employment: \_\_\_\_\_

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

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Checks will be distributed on or about \_\_\_\_\_. Affected Class Members should expect to receive checks at the address listed above. Any checks that are mailed that remain uncashed by \_\_\_\_\_ shall be void.**

# Claim Form – Affected Applicants (Laborers)

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

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

**DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR**

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

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked on or before [insert Deadline above], to

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert 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 offer.**

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.**

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

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

Gender (Male/Female): \_\_\_\_\_

Race/Ethnicity (Caucasian, African-American/Black, Hispanic, Asian/Pacific Islander, American-Indian/Alaskan Native): \_\_\_\_\_

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

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

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

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

**Please provide your social security number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

**Notify us at the address below if your address changes within the next six (6) months, or contact us if you have any questions about this claim form, the notice, or the settlement.**

**Name  
Address  
Phone  
Email/website link**

**Step 2: Inform us if you are interested in a position and if you previously worked for Hillshire (choose all that apply):**

- ☐ Yes, I am still interested in a Laborer position with Hillshire located in Haltom City, Texas.
- ☐ No, I am not currently interested in a Laborer position with Hillshire located in Haltom City, Texas.
- ☐ I am currently employed by Hillshire.
- ☐ I was previously employed by Hillshire

Name at time of employment: \_\_\_\_\_

Hillshire location employed: \_\_\_\_\_

Dates of employment: \_\_\_\_\_

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

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Checks will be distributed on or about \_\_\_\_\_. Affected Class Members should expect to receive checks at the address listed above. Any checks that are mailed that remain uncashed by \_\_\_\_\_ shall be void.**



## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for The Hillshire Brands Company (hereinafter "Hillshire") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Hillshire for allegedly violating Executive Order 11246 in connection with the hiring of female, white, black, and Asian applicants for the Sanitation positions. It also says that Hillshire 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 or a job offer.

In consideration of the payment of at least \$???? (less deductions required by law) and a potential job offer for a Sanitation position by Hillshire to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Hillshire, 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 the hiring of the above stated applicants into Sanitation positions during the period of April 1, 2012 through June 30, 2013.

II.

I understand that Hillshire denies that it treated me unlawfully or unfairly in any way and that Hillshire 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 and potential job offer described above to resolve, without further legal proceedings, all issues related to OFCCP's compliance reviews of Hillshire initiated on May 1, 2013. I further agree that the payment and potential job by Hillshire to me is not to be construed as an admission of any liability by Hillshire.

III.

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

I understand that if I do not sign this Release and return it to the designated Claims Administrator such that it is received by [DATE], I will not be entitled to receive any payment under the Agreement or a potential job offer for a Sanitation position.

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

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

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

## 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 AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for The Hillshire Brands Company ("Hillshire") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Hillshire for allegedly violating Executive Order 11246 in connection with the hiring of male, white, black, and Asian applicants for Laborer positions. It also says that Hillshire 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 or a job offer.

In consideration of the payment of at least \$???? (less deductions required by law) and a potential job offer for a Laborer position by Hillshire to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Hillshire, 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 the hiring of the above stated applicants into laborer positions during the period of August 1, 2012 through October 31, 2012.

II.

I understand that Hillshire denies that it treated me unlawfully or unfairly in any way and that Hillshire 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 and potential job offer described above to resolve, without further legal proceedings, all issues related to OFCCP's compliance reviews of Hillshire initiated on May 1, 2013. I further agree that the payment and potential job by Hillshire to me is not to be construed as an admission of any liability by Hillshire.

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I understand that if I do not sign this Release and return it to the designated Claims administrator such that it is received by [DATE], I will not be entitled to receive any payment under the Agreement or a potential job offer for a Laborer position.

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

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

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