

CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND

VF Imagewear, Inc.  
1601 N 39<sup>th</sup> Street  
Tampa, Florida 33605

OFCCP CASE NO. R00160165

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and VF Imagewear, Inc. (hereinafter VFIW). In the interest of resolving the violations found by OFCCP without engaging in lengthy and costly legal proceedings, and in exchange for the good and valuable consideration described in this Agreement, OFCCP and VFIW enter this conciliation agreement (hereinafter Agreement) and agree to all the terms stated below.
2. The violations identified in this Agreement were found during a compliance evaluation of VFIW at its establishment located at 1601 N 39<sup>th</sup> Street, Tampa, Florida which began on July 16, 2010 and were specified in a Notice of Violations issued on January 5, 2015. OFCCP alleges that VFIW has violated Executive Order 11246, as amended, and its implementing regulations at 41 CFR Chapter 60, due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by VFIW of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); or other laws and implementing regulations, and there has been no adjudicated finding that VFIW violated any laws.
4. The provisions of this Agreement will become part of VFIW's Affirmative Action Program (AAP). Subject to the performance by VFIW of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of VFIW with all OFCCP programs will be deemed resolved. However, VFIW 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.
5. VFIW 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 VFIW's compliance. VFIW will permit access to its premises during normal business hours for these purposes.

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6. Nothing herein is intended to relieve VFIW from the obligation to comply with the requirements of the Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or 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.
7. VFIW 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, or who files a complaint, or who participated in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement becomes effective on the date of signature by the Regional Director for OFCCP, unless the Director of OFCCP indicates otherwise within 45 days of the Regional Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that VFIW has violated any portion of this Agreement during the term of this Agreement, VFIW will be promptly notified of that fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide VFIW with 15 days from 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 issuance of a Show Cause Notice.

Where OFCCP believes that VFIW has violated this Conciliation 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 VFIW to sanctions set forth in Section 209 of the Executive Order 11246, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

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

**PART II: Specific Provisions**

1. **VIOLATION:** During the compliance evaluation of VFIW, OFCCP concluded that VFIW discriminated against qualified male applicants for Sorter/Folder positions during the relevant review period.

Personnel activity provided by VFIW for the period of January 01, 2010 to June 30, 2010, revealed that from a pool of [REDACTED] qualified male applicants during the review period, VFIW hired [REDACTED] [REDACTED] for a Sorter/Folder position. During the same time period, from a pool of [REDACTED] qualified female applicants, VFIW hired [REDACTED] females [REDACTED] into the Sorter/Folder job title.

OFCCP found that VFIW's failure to afford male applicants equal employment opportunities in hiring during the review period constitutes a violation of Section 202, paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP found adverse impact negatively affecting qualified male applicants for Sorter/Folder positions, which resulted in 17 fewer males being hired than would be expected given their representation in the qualified applicant pool during the review period. Qualified female applicants were selected for Sorter/Folder positions at a rate significantly greater than their qualified male counterparts. Therefore OFCCP found that VFIW's hiring process resulted in a statistically-significant disparity negatively affecting male applicants at the level of [REDACTED] standard deviations.

Information obtained from interviews and OFCCP's comparison of the applicant information to the selection criteria did not explain the statistical disparity to OFCCP's satisfaction. OFCCP thoroughly reviewed all the documents, data, and information collected and did not find any satisfactory, non-discriminatory reasons that justify these disparities.

Accordingly, based on the statistical disparities identified and anecdotal evidence, OFCCP finds that VFIW's hiring process and selection procedures resulted in a pattern or practice of disparate treatment against 152 qualified male applicants not hired into Sorter/Folder positions during the review period, in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** VFIW agrees to the following:

- A. **Selection Procedures:** VFIW will immediately stop using the selection procedures which negatively affected the hiring of male applicants for Sorter/Folder positions. VFIW agrees to ensure that all stages of the selection process for Sorter/Folder position are in compliance with 41 CFR 60-3 (the Uniform Guidelines on Employee Selection Procedures) for as long as it remains a federal contractor and will revise and maintain selection policies and procedures designed to eliminate discrimination and to ensure that all applicants are given an equal opportunity in the selection process. VFIW will: (a) attempt to locate all 152 male Class Members and provide those located with an appropriate make-whole remedy, including back pay plus interest and benefits; (b) make job offers until 17 Class Members are placed in full-time Sorter/Folder positions at the current rate of pay; (c) prevent retaliation, harassment and any form of reprisal or adverse action against the Class Members based on or in relation to the terms of this Remedy; (d) review VFIW's selection process and eliminate those practices that led to the statistically-significant disparity in rejection rates; (e) develop procedures to review, at least annually, the selection process for the purpose of ensuring nondiscrimination; and (f) take action to ensure that this violation does not recur.

Within 75 days from the Effective Date of this Agreement (the Effective Date being the date of signature by the Regional Director), VFIW will develop, implement, and maintain documentation of the criteria used in each step of the selection process for Sorter/Folder positions.

B. **Notification:**

1. Within 45 days from the Effective Date of this Agreement, VFIW will notify the 152 male applicants listed in Attachment A (hereinafter Class Members) of the terms of this Agreement by distributing Attachment B, Notice to Class Members) (hereinafter Notice); Attachment C, Information Verification and Employment Interest Form) (hereinafter Interest Form) and Attachment D, Release of Claims Under Executive Order 11246) (hereinafter Release). VFIW agrees to mail these documents by first-class mail to the last known address of each Class Member.
2. Within 100 days from the Effective Date of this Agreement, VFIW will provide OFCCP with a list identifying the Class Members who have not yet responded to the Notice and/or have not returned a signed Interest Form or Release.
3. Within 30 calendar days of receiving the list from VFIW, OFCCP will attempt to obtain and provide VFIW with alternative mailing information for those Class Members who have not yet responded to the Notice and/or have not returned a signed Interest Form or Release. Within 15 calendar days of receiving the updated addresses from OFCCP, VFIW will mail a second Notice, Release and Interest Form to all individuals for whom updated addresses were obtained from OFCCP.

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4. All Class Members who timely sign and return the Interest Form and Release to VFIW within 30 calendar days of the postmarked date on the envelope containing the Notice, Interest Form and Release (hereinafter Eligible Class Members) will be eligible to share in the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for an open Sorter/Folder position. If an individual receives, but does not return the Notice, Interest Form, and/or Release to VFIW within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and/or Release, he will not be entitled to any monetary settlement, offer of employment, or any other relief under this Agreement.
  5. Within 15 calendar days after the response deadline set out in the first or second Interest Form, VFIW will provide OFCCP with a list of the Eligible Class. Within 15 calendar days of receiving the list from VFIW, OFCCP will approve the final list of Eligible Class Members or discuss with VFIW any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. All Eligible Class Members are entitled to their share of the monetary settlement, regardless of whether they are interested in employment with VFIW.
- C. **Offers of Employment:** As positions become available, VFIW will extend job offers at its Riverview facility to Eligible Class Members not previously hired by VFIW who express an interest in employment with VFIW (hereinafter Interested Class Members) until 17 Sorter/Folder Eligible Class Members are hired as Sorter/Folders or until the list of Interested Class Members expressing an interest in employment is exhausted, whichever is first. Interested Class Members will be considered for Sorter/Folder openings in the order that VFIW receives their completed Interest Forms.

Interested Class Members must meet the following hiring qualifications and criteria before being hired into a Sorter/Folder position: 1) complete an updated employment application, 2) pass a drug test, 3) pass a background check, 4) be eligible to work in the United States for VFIW, 5) agree to accept Sorter/Folder work, hours and overtime, and shift requirements according to VFIW's needs and assignments. If an Interested Class Member is disqualified based upon his failure to meet any of these job-related qualifications, VFIW will provide OFCCP with documentation supporting such disqualification. All Interested Class Members hired will receive retroactive seniority for purposes of non-competitive benefit accrual (*e.g.*, vacation, sick and personal days).

Interested Class Members will be allowed at least two weeks to report for work after receiving a written job offer from VFIW. The Interested Class Members hired into Sorter/Folder positions pursuant to this Agreement will be paid the current wage rate for the Sorter/Folder position at VFIW, whichever is higher at the time of the offer of employment, and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other Sorter/Folder employees.

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**D. Monetary Settlement:** The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. VFIW agrees to distribute \$93,000 (\$80,143.70 in back pay and \$12,856.30 in interest), less deductions required by law from back pay only (such as federal, state, and/or local taxes) and Eligible Class Members' share of FICA taxes, in equal shares among all Eligible Class Members on the final list. VFIW will pay the appropriate government agency or agencies the employer's share of social security withholdings and will mail each Eligible Class Member an IRS Form W-2 for the portion of the payment representing backpay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed within the time period required by law. VFIW will disburse the monetary settlement within 60 calendar days after OFCCP approves the final list of Eligible Class Members. Such payment to Eligible Class Members will constitute a full settlement of any and all financial claims related to OFCCP's allegations in this Agreement. The total back pay settlement amount of \$93,000 will not be reduced even if some of the 152 Class Members cannot be located.

Within 10 business days of VFIW's receipt of a check to an Eligible Class Member returned as undeliverable, VFIW will notify OFCCP of this fact via e-mail sent to (b) (7) (e) at (b) (7) (e) @dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, VFIW will re-mail the check within 10 business days of receiving an alternate address. Any check that remains uncashed 120 calendar days after the initial date that the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, VFIW will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the Eligible Class Members. In this case, VFIW will mail the second distribution to such Eligible Class Members within 135 calendar days after the initial date the checks were mailed to all Eligible Class Members. If the total amount of uncashed funds would result in a payment, after deductions, of less than \$20.00 to each Eligible Class Member, VFIW will use any funds that remain uncashed or which have not been distributed to provide training in Equal Employment Opportunity to managers.

2. **VIOLATION:** OFCCP found that VFIW failed to preserve all personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) personnel action involved, whichever occurred later. Specifically, during the period of January 1, 2010 through June 30, 2010, VFIW failed to preserve complete and accurate records of its applicant pre-screening or face-to-face interview notes for all applicants in accordance with the requirements of 41 CFR 60-1.12 (a)(d), 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a).

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**REMEDY:** For as long as it remains a federal contractor, VFIW will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all records of applicant pre-screening and face-to-face interviews, 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. Where a compliance evaluation has been initiated by OFCCP, VFIW will preserve all personnel and employment records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

3. **VIOLATION:** OFCCP found that, during the period of January 1, 2010 to June 30, 2010, VFIW failed to comply with the requirements of 41 CFR 60-3.4 and 60-3.15A. Specifically, VFIW failed to address in its adverse impact analysis the component or components of its entire selection process causing the overall adverse impact, which OFCCP contends gave rise to the difference in the selection rates between females and males applicants.

**REMEDY:** For as long as it remains a federal contractor, VFIW will monitor its selection procedures by conducting appropriate adverse impact analyses for the entire selection/hiring process for the Sorter/Folder job title. If adverse impact is found to exist in the total selection/hiring process, then VFIW will evaluate the individual components of the process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, VFIW will validate that component in accordance with the Uniform Guidelines on Employee Selection Procedures or consider alternatives and maintain pertinent records.

**FUTURE CONDUCT:** VFIW will not repeat the above violations.

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**PART III: Reporting**

In order for OFCCP to monitor VFIW's progress toward fulfilling the provisions of is Agreement, VFIW will submit the specific reports identified below.

VFIW will send each report to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
1001 Executive Center Drive, Suite 100  
Orlando, Florida 32803-3536  
ATTN: Jacqueline Ortiz-Baerga, Assistant District Director.

Report 1 is due June 01, 2015 and will include:

- Documentation of VFIW's mailing of the Notice to Class Members, the Release of Claims under the Executive Order and the Interest Form.
- Documentation that VFIW developed, implemented and maintained criteria used in each step of the selection process for the Sorter/Folder position.

Report 2 is due December 01, 2015 and will include:

1. Documentation of specific hiring activity for Interested Class Members who were hired into Sorter/Folder positions, including name, date of hire, job title hired into, and rate of pay.
2. For Interested Class Members who are considered for employment but are not hired, VFIW will provide the reason for non-hiring along with all relevant documentation.
3. Documentation of monetary payments provided to all Eligible Class Members as specified in subparagraph D of the Remedy to Violation 1. The documentation should include copies of all Releases as well as copies of canceled checks or a check register to verify that Eligible Class Members were paid.

Since the Tampa facility is closed, no further reporting is required.

**Termination Date:**

The termination date of this Agreement will expire sixty days after receipt of the final progress report or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

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



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**PART IV: Signatures**

The person signing this Conciliation Agreement on behalf of VF Imagewear, Inc. personally warrants that he is fully authorized to do so, that VF Imagewear, Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on VF Imagewear, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and VF Imagewear, Inc.

(b) (7) (c)

JIM PISANI  
President  
VF Licensed Sports Group, a  
division of VF Imagewear, Inc.

DATE 4/6/2015

(b) (7) (c)

Compliance Officer Orlando  
Area Office OFCCP —  
Southeast Region

DATE 04/07/2015

(b) (7) (c)

*For* JACQUELINE ORTIZ-BAERGA  
Assistant District Director  
Orlando Area Office  
OFCCP — Southeast Region

DATE 04/10/2015

(b) (7) (c)

MIGUEL A. RIVERA, JR.  
District Director  
Miami District Office  
OFCCP — Southeast Region

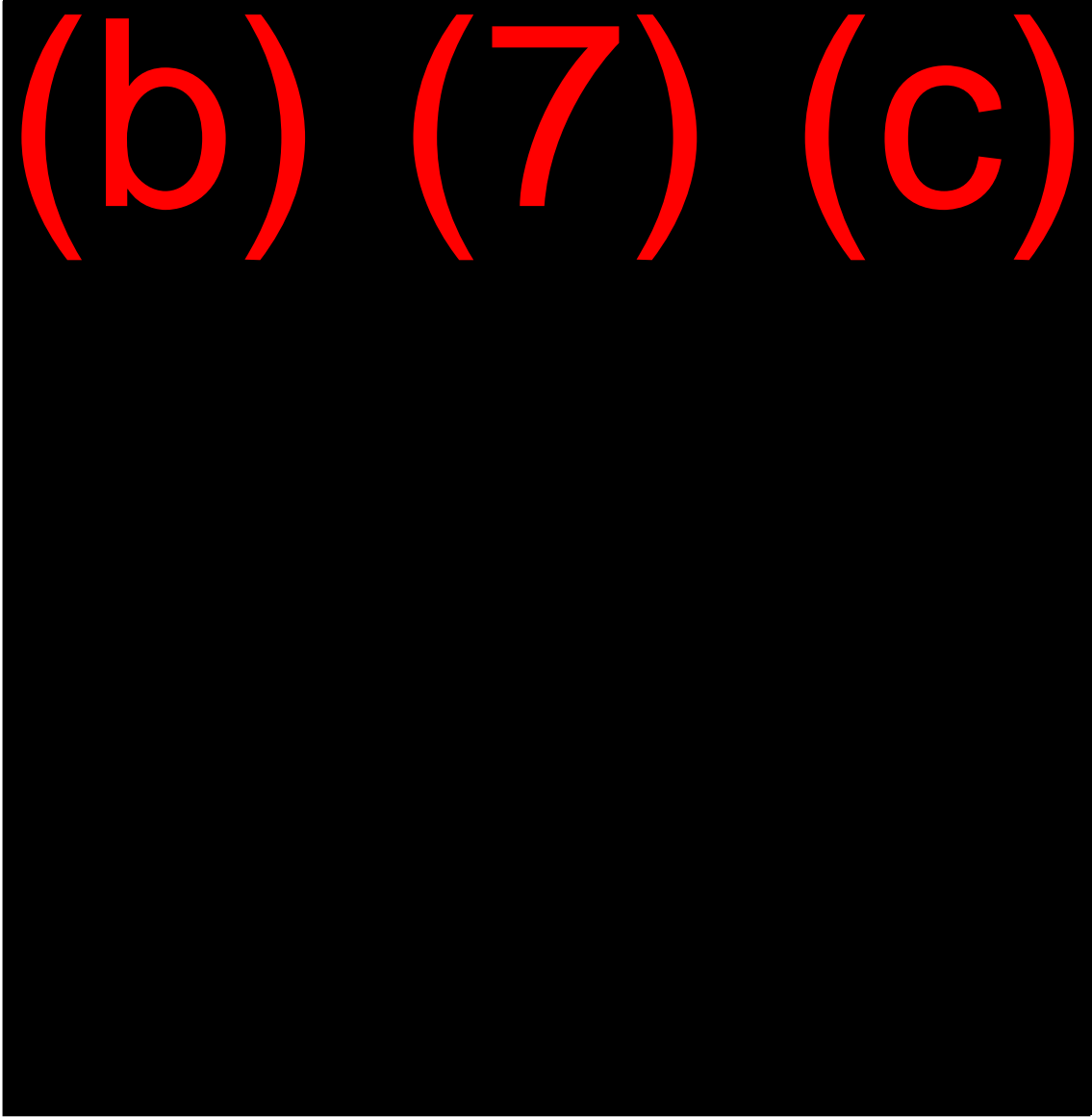
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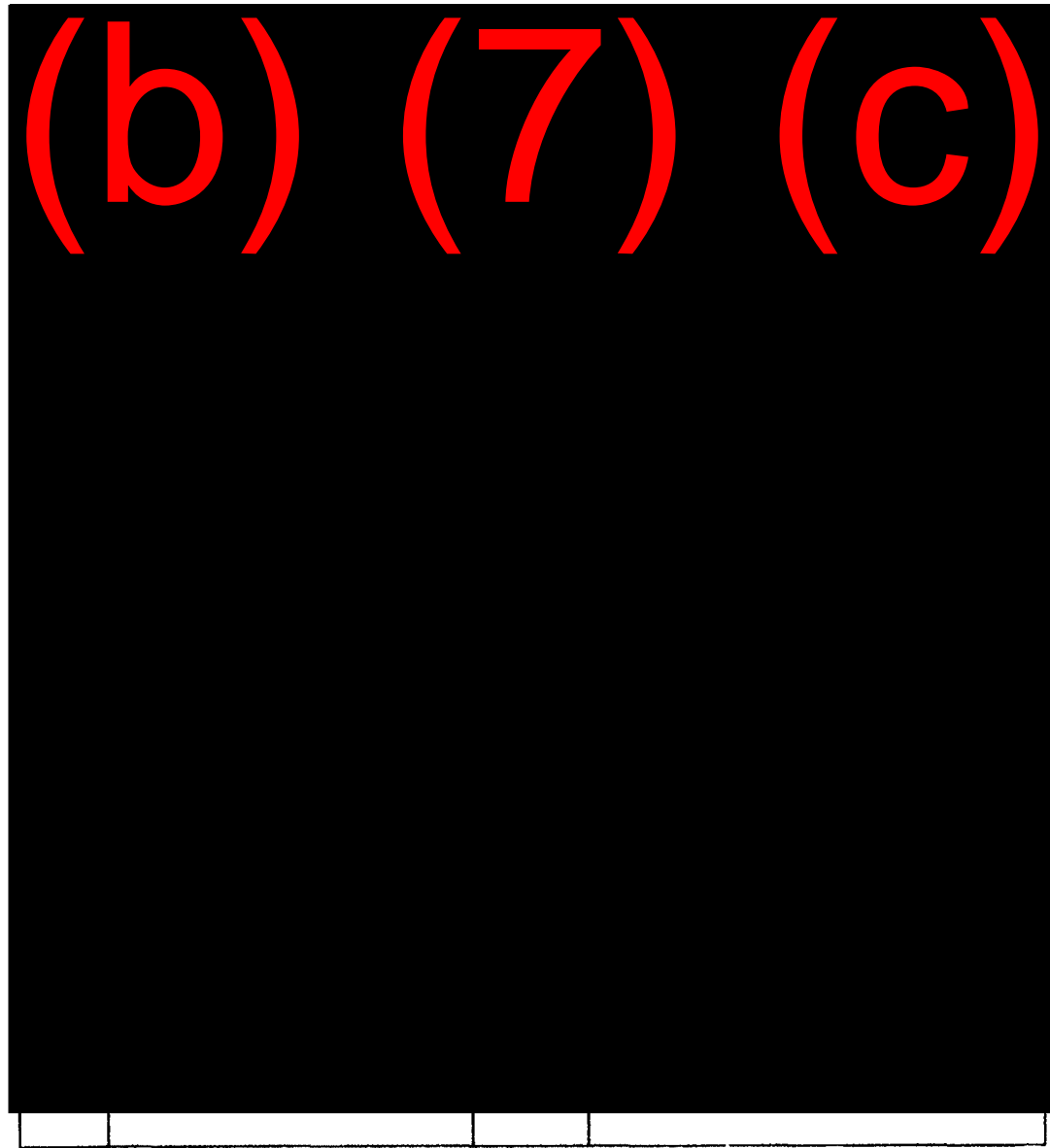
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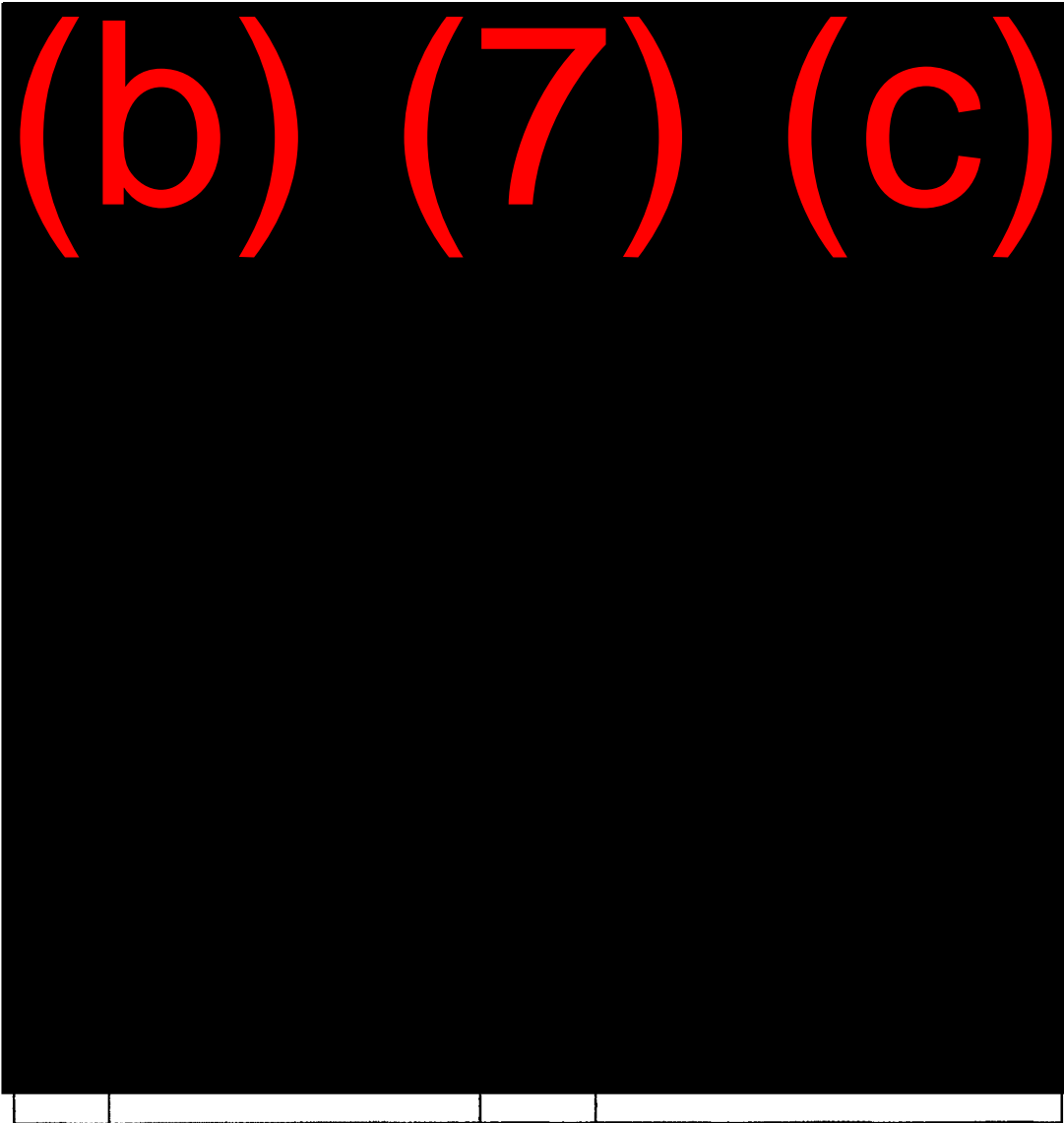
SAMUEL MAIDEN  
Regional Director  
OFCCP — Southeast Region

DATE 4/13/2015

**ATTACHMENT A**  
**LIST OF CLASS MEMBERS**







**ATTACHMENT B**

**NOTICE TO CLASS MEMBERS**

If you applied for a Sorter/Folder position at VF Imagewear in Tampa, Florida between January 1, 2010 and June 30, 2010, you may benefit from a recent legal settlement.

*We are writing to provide information about a legal settlement between the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") and VFImagewear. ("VFIW ") that may benefit you. This settlement resolves alleged disparities in the selection process for Sorter/Folder positions during the period between January 1, 2010 and June 30, 2010. You have been identified as an individual who applied for a Sorter/Folder position at VFIW in Tampa during that period but was not hired or offered employment. If you follow the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a monetary payment and/or a Sorter/Folder job with VFIW.*

**ARE YOU AFFECTED?**

Men who applied and were not hired for Sorter/Folder positions at VFIW between January 01, 2010 and June 30, 2010 are covered by this settlement agreement.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of VFIW's hiring practices during January 01, 2010 and June, 30 2010. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that VFIW did not afford equal employment opportunity to all male applicants for Sorter/Folder positions. VFIW entered into this settlement in order to resolve this matter without lengthy or costly legal proceedings. VFIW has not admitted, nor has there been a finding by a court, that VFIW violated any laws when you were not hired for the position for which you applied.

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**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Sorter/Folder position during the relevant time frame, and were not hired, this settlement may provide you some specific benefits.

**You may be eligible to receive a payment of at least \$611.84, less lawful payroll deductions and other employment taxes.** Under the terms of the Agreement, it may take up to 6 months from the date of this letter before you receive your monetary payment.

**VFIW will be making job offers for Sorter/Folder positions** at its Riverview facility to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. Please be aware that in order to be eligible for a job, you must meet the following hiring qualifications and criteria before being hired into a position: 1) complete an updated employment application, 2) pass a drug test, 3) pass a background check, 4) be eligible to work in the United States for VFIW, and 5) agree to accept Sorter/Folder work, hours and overtime, and shift requirements according to VFIW's' needs and assignments. If you are still interested in employment with VFIW, please check the appropriate box on the enclosed Interest Form.

**WHAT IS YOUR NEXT STEP?**

In order to be eligible for payment and/or job offer, you must complete, sign, and return the following two documents to the address below: 1) Information Verification and Employment Interest Form 2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible but they must be returned to the following address no later than 33 days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

VF Imagewear, Inc.  
Maria Navarro  
Human Resources Generalist  
8221 Eagle Palm Drive  
Riverview, FL 33578

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

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO [NAME] WITHIN 33 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL FORFEIT ANY RIGHTS TO PARTICIPATE IN THIS SETTLEMENT AND WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

**HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may call [Name] at [Phone Number], or OFCCP Compliance Officer (b) (7) (c) at (407) (b) (7) (c) or (b) (7) (c) @dol.gov. Your call will be returned as soon as possible.

**ATTACHMENT C**

**INFORMATION VERIFICATION AND EMPLOYMENT INTEREST FORM**

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

- (1) To confirm important information we need to make sure you are eligible to receive money under this settlement and to process your payment; and**
- (2) To allow you to express interest in any Sorter/Folder positions being offered under this settlement.**

**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 VFIW Corporation ("VFIW") and the Department of Labor's Office of Federal Contract Compliance Programs. Please write legibly.**

Please print legibly,

**Step 1: Confirm important information we need to process your payment**

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

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

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

E-mail Address: \_\_\_\_\_

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

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

**Please notify VFIW at the address above if your address or phone number(s) or email address changes within the next 12 months.**

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Your Social Security Number is required for tax purposes only. Your Social Security Number will not be used for any other purpose.

\_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_

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

      Male                  Female      

**Step 2: Tell us if you are interested in a position with VFIW in Riverview as a Sorter/Folder.**

- Yes, I am interested** in employment with VFIW at its Riverview facility as a Sorter/Folder
- No, I am not interested** in employment with VFIW at its Riverview facility as a Sorter/Folder.
- I am currently employed by VFIW.

**Step 3: YOU MUST COMPLETE AND TIMELY RETURN THIS FORM AND RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN 33 DAYS FROM THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED TO:**

(NAME)

(ADDRESS)

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 33 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

In consideration of the payment of approximately \$611.84 (minus deductions required by law) by VF Imagewear ("VFIW") to me, which I agree is acceptable, and also in consideration of the other relief provided by the Conciliation Agreement between VFIW and the Office of Federal Contract Compliance Programs ("OFCCP"), I agree to the following:

- I. I understand that the amount of \$611.84, set forth above, is the minimum gross amount of my portion of the monetary settlement between OFCCP and VFIW, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment will be reflected on an Internal Revenue Service Form W-2 and a Form 1099 at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.
- II. In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge VFIW, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations; and its directors, officers, employees, agents, successors, and assigns, in their official or individual capacities; of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at VFIW's Tampa, FL facility any time through the date of this Release.
- III. I understand that VFIW denies that it treated me unlawfully or unfairly in any way and that VFIW entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP. I further agree that any monetary payment by VFIW to me is not to be construed as an admission of any liability by VFIW.
- IV. I affirm that the only consideration for signing this Release is the terms set forth above and that no other promises or assurances of any kind have been made to me by OFCCP, VFIW, and/or by any other entity or person as an inducement for me to sign the Release. I acknowledge that I possess sufficient education and experience to fully understand the terms of this Release as it has been written, as well as the legal and binding effect of this Release, and that if I am concerned about how the process described in this Release or the waiver of claims in this Release applies to me, I may contact my own advisors for appropriate legal advice.
- V. I DECLARE THAT I HAVE CAREFULLY READ THIS RELEASE AND THAT I FULLY UNDERSTAND THE EXTENT AND IMPORTANCE OF ITS PROVISIONS. I AFFIRM THAT I AM FULLY COMPETENT TO EXECUTE THIS RELEASE, THAT I HAVE HAD A FULL OPPORTUNITY TO CONSIDER AND UNDERSTAND ITS TERMS AND TO CONSULT WITH MY ADVISORS, AND THAT I HAVE DECIDED VOLUNTARILY AND OF MY OWN FREE WILL TO SIGN THIS RELEASE.**

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**I understand that if I do not sign and return this Release and the Information Verification and Employment Interest Form within 33 days from the date the envelope containing this Release was postmarked, then I will not receive any of the financial or other relief provided in the Conciliation Agreement.**

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Signature

Date