

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

COCA-COLA REFRESHMENTS USA, INC.
3400 FOSSIL CREEK BLVD, FORT WORTH, TEXAS 76137
7000 INTERSTATE 30, LITTLE ROCK, AR 72209
9300 CENTER POINT DR. HOUSTON, TX 77054-3704
5601 CITRUS BLVD, HARAHAN, LA 70123-5508
1 COCA-COLA PL, SAN ANTONIO, TX 78219

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Coca-Cola Refreshments USA, Inc. ("CCR") facilities located at 3400 Fossil Creek Blvd., Fort Worth, Texas 76137; 7000 Interstate 30, Little Rock, AR 72209; 9300 Center Point Dr., Houston, Texas 77054; 5601 Citrus Blvd., Harahan LA, 70123; and 1 Coca Cola Pl., San Antonio, Texas 78219 (Collectively referred to as the "Facilities") beginning as early as March of 2013. OFCCP found that CCR was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and CCR ("the parties") enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Conciliation Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for CCR's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III. 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 CCR violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. CCR 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 as may be relevant to the matter under

investigation and pertinent to CCR's compliance. CCR will permit access to its premises during normal business hours for these purposes¹ and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by CCR of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that CCR violated any laws.
4. CCR understands that nothing in this Agreement relieves CCR of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. CCR promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or 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 CFR § 60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the 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 and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after CCR submits the final progress report required in Part IV below, unless OFCCP notifies CCR in writing prior to the expiration date that CCR has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines CCR has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If CCR violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:

¹ CCR no longer owns or operates these Facilities and, therefore, cannot grant OFCCP access to the premises. CCR commits that it will work with the current owners to facilitate access for OFCCP if needed.

- 1) If OFCCP believes that CCR violated any term of the Agreement while it was in effect, OFCCP will send CCR a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) CCR will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If CCR 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 requirements and seek a full make-whole remedy for victims.
- 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. CCR 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.

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that CCR is not in violation of any applicable federal state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.
15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. ALLEGED VIOLATIONS AND REMEDIES

1. VIOLATION: OFCCP alleges that CCR is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's analysis of CCR's hiring process and selection procedures for Merchandiser jobs at the Facilities revealed the following:

- a) CCR Fort Worth - During the period of January 1, 2014 through December 31, 2014, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity that negatively affected female Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

During the same period, OFCCP's analysis of the refined applicant and hiring data also showed a statistical disparity that negatively affected black Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

- b) CCR Houston – During the period of January 1, 2014 through December 31, 2014, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity that negatively affected female Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

During the same period, OFCCP's analysis of the refined applicant and hiring data also showed a statistical disparity that negatively affected black Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

- c) CCR Harahan – During the period of January 1, 2014 through December 13, 2014, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity that negatively affected female Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

During the same period, OFCCP's analysis of the refined applicant and hiring data also showed a statistical disparity that negatively affected black Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

- d) CCR Little Rock - During the period of January 1, 2014 through December 31, 2014, OFCCP's analysis of the refined applicant and hiring data showed a disparity that negatively affected female Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

During the same period, OFCCP's analysis of the refined applicant and hiring data also showed a statistical disparity that negatively affected black Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

- e) CCR San Antonio – During the period of March 17, 2013 through March 17, 2015, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity

that negatively affected female Merchandiser applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

2. VIOLATION: OFCCP alleges that CCR is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a) (1). OFCCP's analysis of CCR's hiring process and selection procedures for Order Builder jobs at the Facilities revealed the following:
 - a) CCR San Antonio – During the period of March 17, 2013 through March 17, 2015, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity that negatively affected black Order Builder applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.
 - b) CCR Houston – During the period of January 1, 2014 through December 31, 2014, OFCCP's analysis of the refined applicant and hiring data showed a statistical disparity that negatively affected female Order Builder applicants. This resulted in a disparity in hiring at (b) (7)(E) standard deviations.

REMEDY: CCR agrees to the following with respect to the Facilities as applicable and specified below. All actions shall be taken in accordance with the deadlines set forth in the Timeline (Attachment 5).

- a. **Notification:** In accordance with the Timeline, CCR must notify the Class Members of the terms of this Agreement by mailing by first class mail, to each Class Member the: Notice to Affected Class (Attachment 2, "Notice"), Verification Form (Attachment 3), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. CCR will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, CCR will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Verification Form and Release in accordance with the Timeline (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then attempt to obtain and provide updated addresses to CCR. OFCCP may also attempt to locate the Class Members who have not responded, and any Class Members who submitted incomplete forms during this same period. For all such Class Members where OFCCP obtains updated contact information, OFCCP will provide relevant details, in writing, to CCR. CCR agrees to mail by first class mail a second Notice, Verification Form, Release and postage paid return envelope to all Class Members for whom updated addresses were obtained.
- b. **Eligibility:** All Class Members will have such time to complete, sign and return the Release and Verification Form to CCR as set forth in the Timeline. All members of the

affected class listed on Attachments 1a and 1b who sign and return the Release and Verification Form, and meet the race and gender requirements, by the due date ("Eligible Class Members") will equally share the monetary settlement as set forth below.

If a Class Member has not returned a fully executed the Release and Verification Form to CCR or is not located within the timeframes set forth in the Timeline, the Class Member will no longer be entitled to any monetary settlement or any other relief pursuant to this Agreement.

In accordance with the Timeline, CCR will provide OFCCP with a proposed list of the Eligible Class Members for each Facility along with a copy of each Verification Form and Release it received. OFCCP will review and approve the final list of Eligible Class Members or discuss with CCR any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment below will be divided among all Eligible Class Members who are on the final approved list.

- c. Monetary Settlement: CCR shall deposit \$825,000 (back pay of \$750,750 and interest of \$74,250) into an interest-bearing account with a reasonable interest rate. By the date set forth in the Timeline, CCR will notify OFCCP that this action has been taken and will identify to OFCCP a person who can be contacted and able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure, applicable seniority-buy outs, interest and interim earnings. The back pay and interest amount (plus a pro-rated share of additional interest that accrues on the interest-bearing account) allocated to a Facility, less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Class Members for that Facility. While the settlement funds will be distributed to Eligible Class Members for each Facility based on the allocation of the class, funds may be kept in one account. CCR will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form for that portion of the payment to the Eligible Class Member representing back pay and any seniority buy-out and an IRS Form 1099 for that portion of the payment to the Eligible Class Member representing interest. These IRS forms will be mailed to the Eligible Class Members either with the settlement checks and/or by the deadline imposed by applicable law. CCR will disburse the monetary settlement in accordance with the Timeline.

CCR shall provide OFCCP with a list of Eligible Class Members via e-mail whose check was returned as undeliverable. OFCCP will attempt to locate such Eligible Class Members and will provide CCR with any alternative addresses OFCCP obtains. CCR will re-mail checks to Eligible Class Members for whom OFCCP provides an alternative address. Any check that remains uncashed as of the deadline set forth for the same in the Timeline shall be void. With respect to any uncashed funds, CCR shall make a second distribution per the Timeline to all Eligible Class Members who cashed their check within the required period.

Part IV: REPORTS REQUIRED:

CCR will submit various reports as outlined above in this Agreement to OFCCP to:

Office of Federal Contract Compliance Programs
ATTN: Melissa Speer, Regional Director
Dallas Regional Office
525 S. Griffin Ste 840
Dallas, Texas 75202

1. CCR will provide OFCCP with all documents and information referenced in subparagraphs (a) through (c) of Remedy 1 within the prescribed dates in the Timeline. Such documents and information include, but are not necessarily limited to, a list of letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Verification Form and Release, a list of Class Members who have returned a signed Verification Form and Release by the due date, and the name of the person who can provide information on the interest-bearing account.
2. Documentation of monetary payments to all Eligible Class Members during the applicable reporting period as specified in paragraphs (b) and (c) of Remedy. For each Facility, the documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the amount of each check, the number of each check and the date the check cleared the bank. CCR agrees to provide OFCCP with copies of all canceled checks upon request.

CCR will retain records pertinent to the alleged 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 the Agreement or consistent with regulatory requirements, whichever is later.

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

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

Attachments:

- | | |
|---------------|---|
| Attachment 1a | List of Class Members – Merchandiser |
| Attachment 1b | List of Class Members – Order Builder |
| Attachment 2 | Notice to Affected Class |
| Attachment 3 | Verification Form |
| Attachment 4 | Release of Claims under Executive Order 11246 |
| Attachment 5 | Timeline |

PART VI: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OECCP and CCR.

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

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

Alisa M. Fiser
Vice President, Human Resources
The Coca-Cola Company

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region

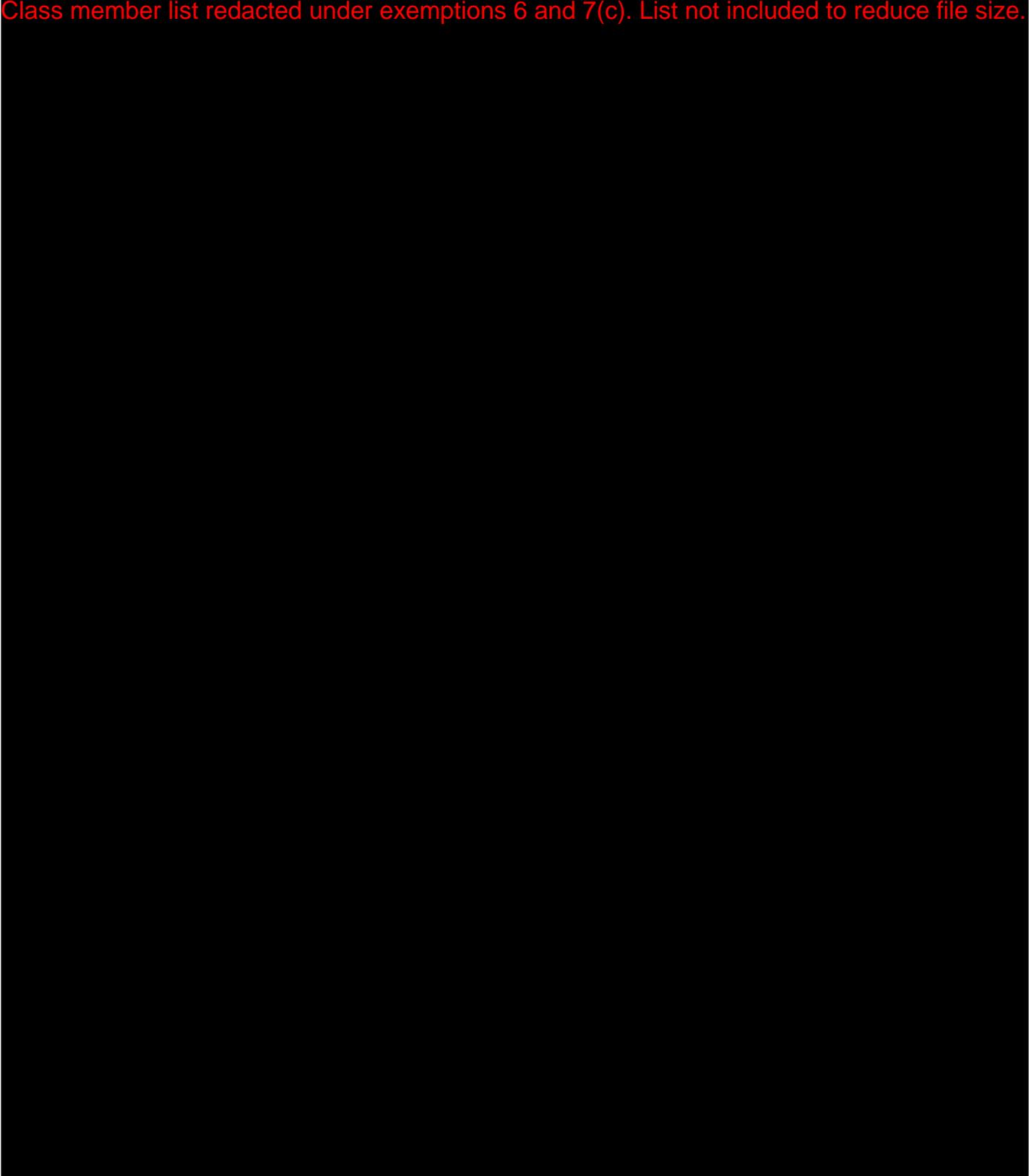
DATE: 9/26/19

DATE: 9/30/19

Attachment 1a

List of Class Members – Merchandiser

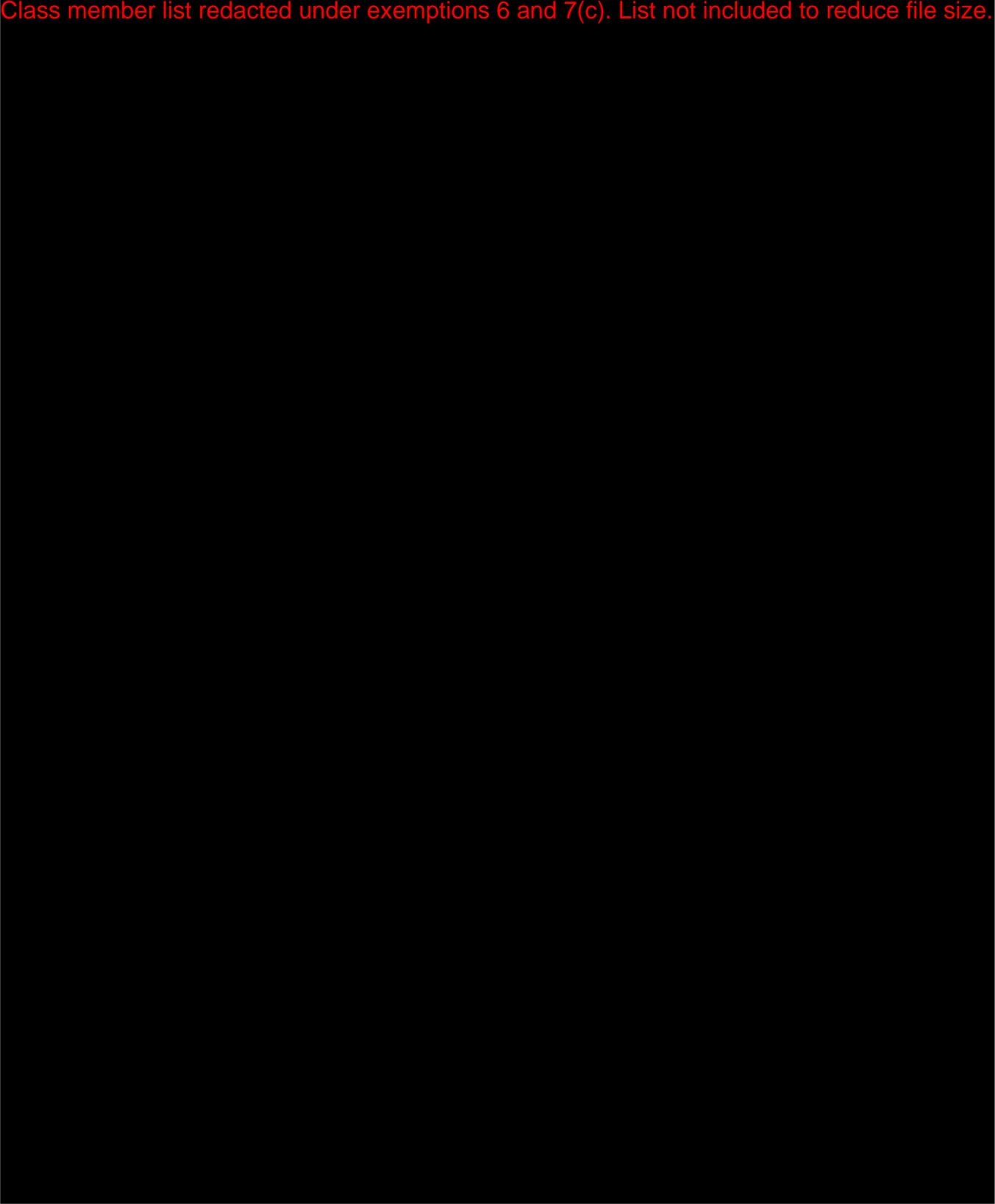
Class member list redacted under exemptions 6 and 7(c). List not included to reduce file size.



Attachment 1b

List of Class Members – Order Builder

Class member list redacted under exemptions 6 and 7(c). List not included to reduce file size.



ATTACHMENT 2A

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Coca-Cola Refreshments USA, Inc. (“CCR”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of selected CCR facilities¹. OFCCP’s analysis of CCR’s hire statistics at the selected facilities revealed hiring disparities for **Merchandiser** jobs during the period January 1, 2014 to December 31, 2014. OFCCP alleges that CCR discriminated against applicants on the basis of race and/or gender who applied for **Merchandiser** jobs during this period at selected facilities. CCR has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that CCR violated any laws. OFCCP and CCR entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a **Merchandiser** job during the time period at one of the selected facilities, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least \$ _____, less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification Form. You should complete and mail back the forms as soon as possible, but no later than _____ (30 days) after the date this Notice was mailed out (postmarked), for you to be entitled to participate in this settlement:

Claims Administrator
Connie Cody
Manager, Workplace Fairness and Compliance
The Coca-Cola Company
One Coca-Cola Plaza
NAT 18th Floor
Atlanta, Georgia 30313

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

If you have any questions, you may call [insert OFCCP contact]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY [FINAL DEADLINE DATE].

Sincerely,
(NAME)

Enclosures:

Information Verification and Release of Claims Under Executive Order

¹ Fort Worth, TX; Harahan, LA; Houston, TX; and Little Rock, AR.

**ATTACHMENT 3A
INFORMATION VERIFICATION**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Coca-Cola Refreshments USA, Inc. (“CCR”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.:

Home _____ Cell _____ Work _____

Email Address: _____

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

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

Date of Birth (to be used for tax purposes only): _____

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

Female Male

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

Caucasian African American/Black Hispanic Asian American Indian/Alaska Native Pacific Islander Two or More

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY **[30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY **[FINAL DEADLINE DATE]**.**

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

Signature

Date

ATTACHMENT 4A
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for **Merchandiser** positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less legally required federal and state payroll deductions and other withholding taxes or payments required by law or court order) by CCR to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge CCR, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "CCR"), of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment by CCR in a Merchandiser position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP. I further agree that the payment of the aforementioned sum by CCR to me is not to be construed as an admission of any liability by CCR.

III.

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

IV.

I understand that if I do not sign this Release and return it to CCR **ON OR BEFORE _____ (DATE)**, I will not be entitled to receive any payment (less deductions required by law) from CCR. This Release must be signed and dated to be valid.

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

Signature

ATTACHMENT 2D

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Coca-Cola Refreshments USA, Inc. ("CCR") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy alleged violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of CCR. OFCCP's analysis of CCR's hire statistics at the San Antonio facility revealed hiring disparities for **Merchandiser** jobs during the period March 17, 2013 and March 17, 2015. OFCCP alleges that CCR discriminated against applicants on the basis of gender who applied for **Merchandiser** jobs during this period at the San Antonio facility. CCR has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that CCR violated any laws. OFCCP and CCR entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a **Merchandiser** job during the time period at the San Antonio facility, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least \$_____, less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification Form. You should complete and mail back the forms as soon as possible, but no later than _____ (30 days) after the date this Notice was mailed out (postmarked), for you to be entitled to participate in this settlement:

Claims Administrator
Connie Cody
Manager, Workplace Fairness and Compliance
The Coca-Cola Company
One Coca-Cola Plaza
NAT 18th Floor
Atlanta, Georgia 30313

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

If you have any questions, you may call **[insert OFCCP contact]**. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY **[30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY **[FINAL DEADLINE DATE]**.**

Sincerely,
(NAME)

Enclosures:

Information Verification and Release of Claims Under Executive Order

**ATTACHMENT 3D
INFORMATION VERIFICATION**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Coca-Cola Refreshments (“CCR”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.:

Home _____ Cell _____ Work _____

Email Address: _____

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

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

Date of Birth (to be used for tax purposes only): _____

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

Female Male

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY **[30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY **[FINAL DEADLINE DATE]**.**

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

Signature

Date

ATTACHMENT 4D
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for **Merchandiser** positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less legally required federal and state payroll deductions and other withholding taxes or payments required by law or court order) by CCR to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge CCR, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "CCR"), of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment by CCR in a Merchandiser position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP. I further agree that the payment of the aforementioned sum by CCR to me is not to be construed as an admission of any liability by CCR.

III.

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

IV.

I understand that if I do not sign this Release and return it to CCR **ON OR BEFORE _____ (DATE)**, I will not be entitled to receive any payment (less deductions required by law) from CCR. This Release must be signed and dated to be valid.

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

Signature

ATTACHMENT 2B
NOTICE TO AFFECTED CLASS

Dear [NAME]:

Coca-Cola Refreshments USA, Inc. (“CCR”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of CCR. OFCCP’s analysis of CCR’s hire statistics at the Houston facility revealed hiring disparities for **Order Builder** jobs during the period of January 1, 2014 to December 31, 2014. OFCCP alleges that CCR discriminated against applicants on the basis of gender who applied for **Order Builder** jobs during this period at the Houston facility. CCR has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that CCR violated any laws. OFCCP and CCR entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an **Order Builder** job during the time period at the Houston facility, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least \$ _____, less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification Form. You should complete and mail back the forms as soon as possible, but no later than _____ (30 days) after the date this Notice was mailed out (postmarked), for you to be entitled to participate in this settlement:

Claims Administrator
Connie Cody
Manager, Workplace Fairness and Compliance
The Coca-Cola Company
One Coca-Cola Plaza
NAT 18th Floor
Atlanta, Georgia 30313

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

If you have any questions, you may call [insert OFCCP contact]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY [FINAL DEADLINE DATE].

Sincerely,
(NAME)

Enclosures:

Information Verification and Release of Claims Under Executive Order

**ATTACHMENT 3B
INFORMATION VERIFICATION**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Coca-Cola Refreshments USA, Inc. (“CCR”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.:

Home _____ Cell _____ Work _____

Email Address: _____

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

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

Date of Birth (to be used for tax purposes only): _____

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

Female Male

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY [FINAL DEADLINE DATE].

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

Signature

Date

ATTACHMENT 4B
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for **Order Builder** positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less legally required federal and state payroll deductions and other withholding taxes or payments required by law or court order) by CCR to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge CCR, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "CCR"), of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment by CCR in an Order Builder position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP. I further agree that the payment of the aforementioned sum by CCR to me is not to be construed as an admission of any liability by CCR.

III.

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

IV.

I understand that if I do not sign this Release and return it to CCR **ON OR BEFORE _____ (DATE)**, I will not be entitled to receive any payment (less deductions required by law) from CCR. This Release must be signed and dated to be valid.

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

Signature

ATTACHMENT 2C
NOTICE TO AFFECTED CLASS

Dear [NAME]:

Coca-Cola Refreshments USA, Inc. (“CCR”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of CCR. OFCCP’s analysis of CCR’s hire statistics at the San Antonio facility revealed hiring disparities for **Order Builder** jobs during the period March 17, 2013 and March 17, 2015. OFCCP alleges that CCR discriminated against applicants on the basis of race who applied for **Order Builder** jobs during this period at the San Antonio facility. CCR has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that CCR violated any laws. OFCCP and CCR entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an **Order Builder** job during the time period at the San Antonio facility, but were not hired.

As part of this Agreement, you may be eligible to receive a one-time payment of at least \$ [REDACTED], less legally required payroll deductions and withholding taxes, and any other deductions required by law or court order. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification Form. You should complete and mail back the forms as soon as possible, but no later than [REDACTED] (30 Days) after the date this Notice was mailed out (postmarked), for you to be entitled to participate in this settlement:

Claims Administrator
Connie Cody
Manager, Workplace Fairness and Compliance
The Coca-Cola Company
One Coca-Cola Plaza
NAT 18th Floor
Atlanta, Georgia 30313

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

If you have any questions, you may call [insert OFCCP contact]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY [FINAL DEADLINE DATE].

Sincerely,
(NAME)

Enclosures:

Information Verification and Release of Claims Under Executive Order

**ATTACHMENT 3C
INFORMATION VERIFICATION**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Coca-Cola Refreshments (“CCR”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.:
Home _____ Cell _____ Work _____

Email Address: _____

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

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

Date of Birth (to be used for tax purposes only): _____

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

Caucasian African American/Black Hispanic Asian American Indian/Alaska Native Pacific Islander Two or More

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY **[30 DAY DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT, UNDER THE TERMS OF THIS AGREEMENT. LATE SUBMISSIONS WILL BE ELIGIBLE FOR INCLUSION AS LONG AS THEY ARE RECEIVED BY **[FINAL DEADLINE DATE]**.**

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

Signature

Date

**ATTACHMENT 4C
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Coca-Cola Refreshments USA, Inc. ("CCR") paying you money, you agree that you will not file any lawsuit against CCR for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for **Order Builder** positions. It also says that CCR does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less legally required federal and state payroll deductions and other withholding taxes or payments required by law or court order) by CCR to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge CCR, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "CCR"), of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment by CCR in an **Order Builder** position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that CCR denies that it treated me unlawfully or unfairly in any way and that CCR entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP. I further agree that the payment of the aforementioned sum by CCR to me is not to be construed as an admission of any liability by CCR.

III.

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

IV.

I understand that if I do not sign this Release and return it to CCR **ON OR BEFORE _____ (DATE)**, I will not be entitled to receive any payment (less deductions required by law) from CCR. This Release must be signed and dated to be valid.

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

Signature

Attachment 5- Timeline
Effective Date = September 30, 2019

ACTION	CCR/OFCCP	TIMING	Date
•			
• Initial Notice Documents Mailed to Affected Applicants (forms in Attachment B and postage paid return envelope)	CCR	Within 30 days after the Effective Date	October 30, 2019
• Notify OFCCP of documents returned as undeliverable	CCR	Weekly	Each Friday until complete
• Postmark Deadline for Response to Initial Notice	N/A	Within 30 days after date of mailing first notice	November 29, 2019
• Provide OFCCP with a list of Affected Applicants who did not timely and fully respond to the Notices.	CCR	Within 45 days after Deadline for Initial Notice	December 14, 2019
• Provide updated contact information for applicants with undeliverable documents and those who have not responded.	OFCCP	Within 21 days after CCR provides notice of undeliverable mailings	January 4, 2020
• Send Second Notice to updated addresses	CCR	Within 15 days after receiving updated contact information from OFCCP	January 19, 2020
• Postmark Deadline for Response to Second Notice	N/A	Within 30 days after date of mailing second notice	February 18, 2020
• Provide list of all Affected Applicants who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned	CCR	Within 21 days of postmark deadline for Affected Applicants to reply to second notice	March 10, 2020
• Final List of Eligible Applicants Created	OFCCP	Within 15 days after receipt of list of eligible applicants	March 25, 2020
• Distribute funds to Eligible Applicants	CCR	Within 30 days after OFCCP provides notice of approval of	April 24, 2020

		the final list and distribution amounts	
<ul style="list-style-type: none"> Notify OFCCP of Returned, Undeliverable Checks 	CCR	Within 15 days of receipt of undeliverable notice(s)	TBD – Based on date of receipt of notices
<ul style="list-style-type: none"> Provide updated addresses for Eligible Applicants whom Checks were Returned as Undeliverable 	OFCCP	Within 21 days after CCR provides notice of undeliverable mailing(s)	TBD
<ul style="list-style-type: none"> Re-mail checks to updated addresses 	CCR	Within 21 days after receiving updated contact information from OFCCP	TBD
<ul style="list-style-type: none"> Distribution of uncashed funds to all Eligible Applicants who cashed their first check 	CCR	Within 30 days after the void date of the last check issued.	TBD