

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

VALERO REFINING – NEW ORLEANS, L.L.C. and VALERO SERVICES, INC.

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

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the refinery owned and operated by Valero Refining-New Orleans, L.L.C., (“Valero St. Charles Refinery”) and its personnel provided by Valero Services, Inc. (employing entity for those working at the Valero St. Charles Refinery), collectively “Valero,” located at 14902 River Road Norco, Louisiana 70048 and found that Valero was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Valero of the specific violations found and the corrective actions required in a Notice of Violations issued on May 8, 2017 and Show Cause Notice issued September 13, 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 Valero enter this agreement (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

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

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the St. Charles Refinery establishment of Valero Services, Inc., a subsidiary of Valero Refining – New Orleans, L.L.C. (“Valero”) located at 14902 River Road Norco, Louisiana 70048 and found that Valero was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Valero of the specific violations found and the corrective actions required in a Notice of Violations issued on May 8, 2017 and Show Cause Notice issued September 13, 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 Valero enter this agreement (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

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

1. In exchange for Valero'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 Valero violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Valero 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. Valero will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Valero understands that nothing in this Agreement relieves Valero 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.
4. Valero 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 Agreement and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Valero submits the final progress report required in Part IV (D), below, unless OFCCP notifies Valero in writing prior to the expiration date that Valero has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Valero has met all of its obligations under the Agreement.
10. If Valero violates this Conciliation Agreement,

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

1) If OFCCP believes that Valero violated any term of the Agreement while it was in effect, OFCCP will send Valero a written notice stating the alleged violations and summarizing any supporting evidence.

2) Valero 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 Valero 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.** Valero 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 Valero of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Valero violated any laws.
- 12.** Each party shall bear its own fees and expenses with respect to this matter.
- 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 Valero 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 American 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. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period January 1, 2014 through at least December 31, 2014, Valero was not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Valero's hiring process and selection procedures revealed adverse impact against in the Operator Trainee positions. OFCCP however found a statistically significant disparity of over 3 standard deviations against black, Hispanic, Asian, and American Indian applicants and a shortfall of eight.

#### **REMEDY FOR AFFECTED CLASS.**

- A. **Notice.** Within 30 calendar days of the Effective Date of this Agreement, Valero must notify the Class Members listed in Attachment A of the terms of this Agreement by mailing by first class mail to each Class Member the Notice Form ("Notice"- Attachment B), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims Under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Valero will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 60 calendar days of the effective date, Valero 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 signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to Valero within 15 calendar day of receiving the list from Valero. Valero agrees to mail a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained or contact made to verify the addresses within 10 calendar of receiving the updated addresses.
- B. **Eligibility.** All Class Members (listed on Attachment A) who sign and return the Release and Interest Form to Valero or OFCCP within 120 calendar days of the Effective Date of the Agreement ("Eligible Class Members") will receive equally share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member receives, but does not return the Release and Interest Form to Valero or OFCCP within 120 calendar days of the Effective Date of the Agreement the Class Member will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 140 calendar days of the Effective Date of this Agreement, Valero will provide OFCCP with a list of the Eligible Class Members who returned the Release and Interest Form within 120 calendar days of the Effective Date of the Agreement, along with a copy of each executed Release and Interest Form it received. Within 150 calendar days from the Effective Date, OFCCP will review and approval the final list of Eligible Class Members or discuss with Valero any issues necessary to finalize the list, such as the inclusion or exclusion of certain

Class Members. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Valero.

- C. Monetary Settlement. Valero agrees to distribute \$362,500 (\$329,875 in back pay and \$32,625 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes. Valero 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 at the end of the year. Valero will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within seven calendar days of Valero's receipt of a check to an Eligible Class Member returned as undeliverable, Valero will notify OFCCP of this fact via e-mail sent to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, it will forward the address to Valero within ten calendar days. Valero will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Members will be void. With respect to any uncashed funds over \$25 per Eligible Class Member, Valero will make a second distribution to all Eligible Class Members who cashed their first check. If no second distribution is required, the unclaimed funds will be devoted to underwrite the training described herein.

- D. Employment. As the next Operator's training class is being hired at Valero St. Charles after employment eligibility is determined pursuant to Section B, above, Valero will consider qualified Eligible Class Members not currently employed by Valero who express an interest in employment with Valero St. Charles. To be considered for employment, a member of the Eligible Class must be an applicant who passed the first validated test and who meets the qualifications in effect when the member originally applied. All those who express an interest in employment will be asked to re-activate their files in the Valero applicant tracking system and follow the procedures there. Eligible Class Members meeting these criteria will be invited to be interviewed until seven Eligible Class Members are hired as Operator Trainees or until the list of Employment Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that Valero receives their Interest Forms. If Valero receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. Applicants who are successful at the interview stage

must pass the standard drug screening, criminal background check, and physical assessment before formal hire. Valero must initiate its hiring of Eligible Class Members when hiring for an Operator's training class commences based on the responses of the Eligible Class Members interested in employment and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. OFCCP acknowledges that Valero has hired one of the Class Members as an Operator at Valero St. Charles, therefore seven instead of eight positions shall be filled under this Agreement. If Valero is not able to hire seven Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within two years, OFCCP may extend the term of this Agreement for up to six months or until Valero satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Valero. The Eligible Class Members hired into Operator Trainee positions pursuant to this Agreement must be paid the current wage rate for the Operator Trainee position, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Operator Trainee employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for the purpose of job retention.

NON-MONETARY REMEDIES. Valero will ensure that all applicants are afforded equal employment opportunities. Valero agrees to monitor the selection procedure, identified herein of Part III. 1. Valero agrees to continue and/or to implement the corrective actions detailed below.

1) Revised Hiring Process

(a) Monitor Selection Procedures: Valero agrees to continue to monitor its selection for interview procedure in accordance with 41 C.F.R. Part 60-3. Valero agrees to continue to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Valero will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants unless the procedure meets the criteria of the regulations.

(b) Review and Revisions Required: Valero has revised, in writing, the practices, policies and procedures it uses to select applicants for Operator Trainee positions (hereinafter "Revised Hiring Process"). Specifically, Valero has:

(i) created a job description and selection process for Operator Trainee positions that describes the essential functions; the minimum qualifications including required skills and certifications;

and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) developed specific, job-related qualification standards for Operator Trainee positions that reflect the duties, functions, and competencies of the position to minimize the potential for black, Hispanic, Asian, and American Indian stereotyping or other unlawful discrimination;

(iii) ensured all policies and qualification standards are uniformly applied to all applicants; and

(iv) lists clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: Valero will implement written procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Valero will implement written procedures to ensure that documents are retained in accordance with 41 C.F.R. 601.12(a) and Part 60-3.

(d) Training: Within 120 calendar days of the Effective Date of this Agreement, Valero must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Operator Trainee positions on the Revised Hiring Process at St. Charles Refinery. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Valero will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that black, Hispanic, Asian, and American Indian applicants, who benefit from the provisions of this agreement, are not retaliated against.

(e) Monitoring: Valero agrees to monitor selection rates at each step of its selection process for Operator Trainee positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Valero will eliminate the procedure, choose an alternative procedure, or validate the

procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. Valero agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Operator Trainee at the Valero St. Charles Refinery facility. This includes the number of persons hired by black, Hispanic, Asian, and American Indian, the number of applicants who applied by black, Hispanic, Asian, and American Indian, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. VIOLATION: Valero failed to supply personnel and employment records to the OFCCP upon request in violation of 41 CFR 60-1.43. Specifically, OFCCP requested the following documents that Valero refused to provide: (1) Applicant flow log to include name, race, gender, requisition identifier, date applied, step, and status disposition codes. Documentation indicating which applicants were interviewed in the first and second interview from January 12, 2015 until present date. Additionally, identify all the hires in the applicant flow log. (2) Summary numbers of applicants by race and gender who failed the pre-screening questions from January 12, 2013 until present date. (3) Adverse impact analysis for the Affirmative Action Program dated January 1, 2015 to December 31, 2015. (4) Completed, scored, calibration sheets of the interviews performed January 12, 2015 until present date. (5) Any and all interview notes, including post it notes, created during the applicant and interview selection process for 2014. If any documents have been destroyed, please confirm in writing. (6) List of employees name, race, and gender that have been terminated along with their termination date up to present date. (7) Payroll records of employees from January 12, 2015 up to present date. (8) Any emails applicants receive after applying for the position who were not invited to take the Operator Battery Test. (9) Any emails applicants receive inviting them to take the Operator Battery Test.

REMEDY: Valero agrees to provide all documents upon request in accordance with the regulations.

3. VIOLATION: Valero failed to provide and have available for inspection adverse impact analyses in accordance with the requirements of 41 CFR 60-3.4 and 3.15. On August 4, 2016, OFCCP requested that Valero produce the adverse impact analysis it is required to conduct pursuant to 41 CFR 60-3.15A2, but Valero failed to do so. In response to the Notice of Violation, on June, 21, 2017 Valero provided the adverse impact analysis for the period January 1, 2014 to December 31, 2014.

REMEDY: Valero agrees to conduct adverse impact determinations at least annually for each group which constitutes at least 2 percent of the labor force, and Valero must provide those adverse impact determinations to OFCCP upon request pursuant to 41 CFR 60-3.4 and 3.15.

#### **Part IV. REPORTS REQUIRED**

Valero must submit the documents and reports described below to: Rachel M. Woods, New Orleans District Director, 600 South Maestri Street, Suite 805 New Orleans, LA 70130.

1. Within 60 calendar days of the Effective Date of this Agreement Valero must submit a copy of the written Revised Hiring Process described in Part III.
2. Within 150 calendar days of the Effective Date of this Agreement, Valero must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Operator Trainee have been trained on the Revised Hiring Process. The documentation must 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.
3. Within the prescribed timeframes, Valero must submit all documents and information referenced in Remedy 1. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 75 calendar days of the effective date of the Agreement, and a list of Class Members who have returned a signed Interest Form and Release within 120 calendar days of the effective date.

Valero will submit two progress reports covering each 12- month period this Agreement is in effect. The progress reports shall be due thirty (30) days after the close of each reporting period.

Pursuant to Remedy 1, Valero will submit the following in each annual progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraph 3 of Remedy B. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Valero must provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who were hired as Operator Trainee in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- 3) For Eligible Class Members who were considered for employment but were not hired, Valero will provide the reason for non-placement along with all relevant

documentation (e.g., documentation that the Eligible Class Member declined a job offer);

Valero will continue submitting the information in subsections 1-3 above in the two annual progress reports until OFCCP determines that the back pay has been fully paid and either (s) the offer/hire obligations have been met, or the list of Eligible Class members interested in a position at the facility has been exhausted, whichever occurs first. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violations 3, Valero will submit the following in each annual progress report:

- 1) The total number of job seekers; the total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Operator Trainee positions during the reporting period;
- 2) For Operator Trainee positions, the results of Valero'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 C.F.R. § 60-3.4B. For purposes of the adverse impact analysis, the Valero must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. With respect to the adverse impact analyses, for all progress reports except the first, Valero shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.
- 3) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Valero's evaluation of the individual components of the selection process for adverse impact; and/ or
- 4) The actions taken by Valero upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraphs 1 and/or 2 above.

Valero will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Valero.

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

Julia R. Reinhart  
Senior Vice President  
Human Resources and Administration  
Valero Refining – New Orleans, L.L.C  
and Valero Services, Inc.

Date: 3/24/20

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

Melissa L. Speer  
Regional Director  
Southwest and Rocky Mountain Region  
OFCCP

Date: 3-25-2020

Attachment A: Class List

Attachment B: Notice to Class Members

Attachment C-1: Information Verification & Employment Interest Form

Attachment C-2: Information Verification Form

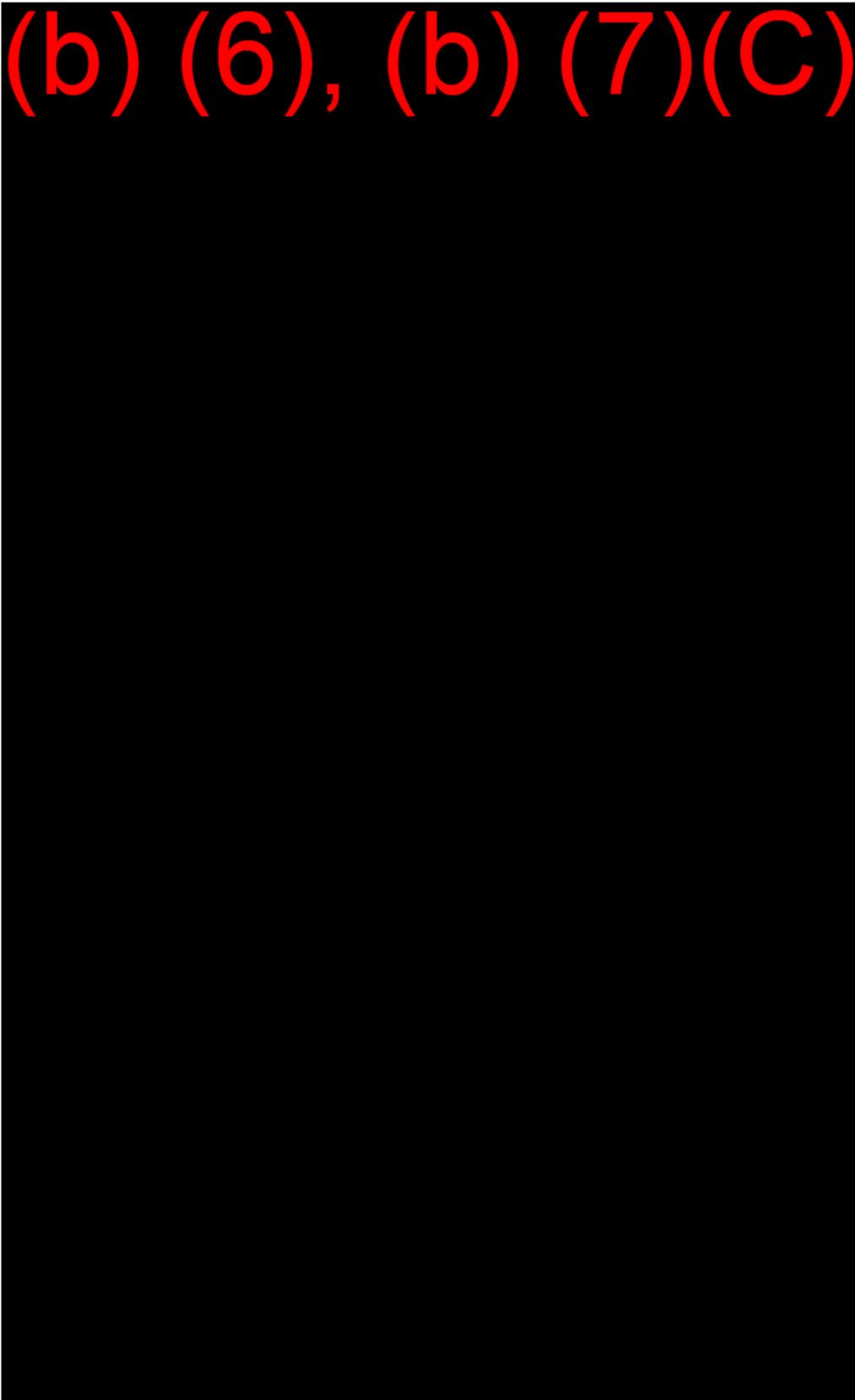
Attachment D: Release of Claims Under Executive Order 11246

Attachment E: Timeline

Attachment A Class List

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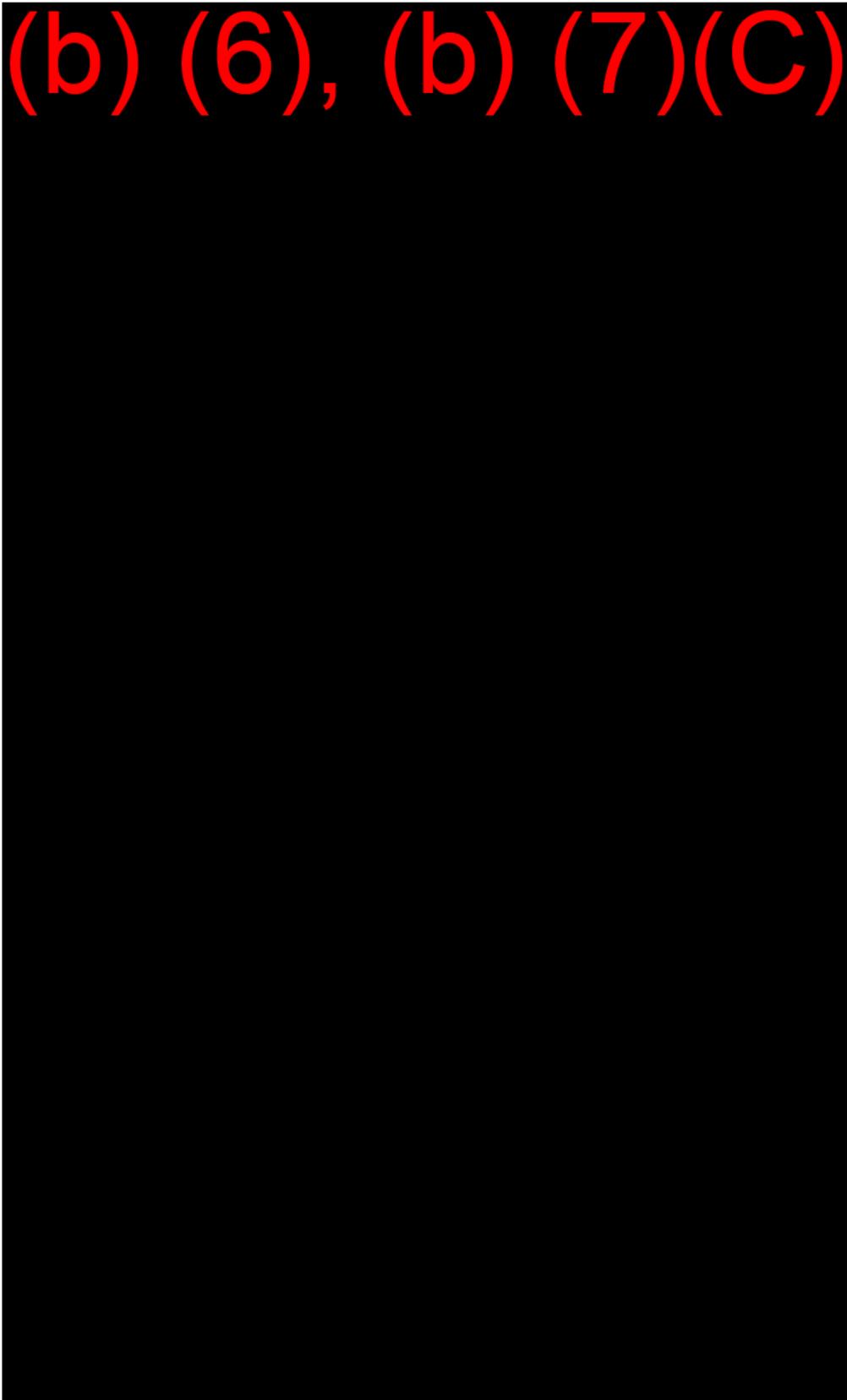
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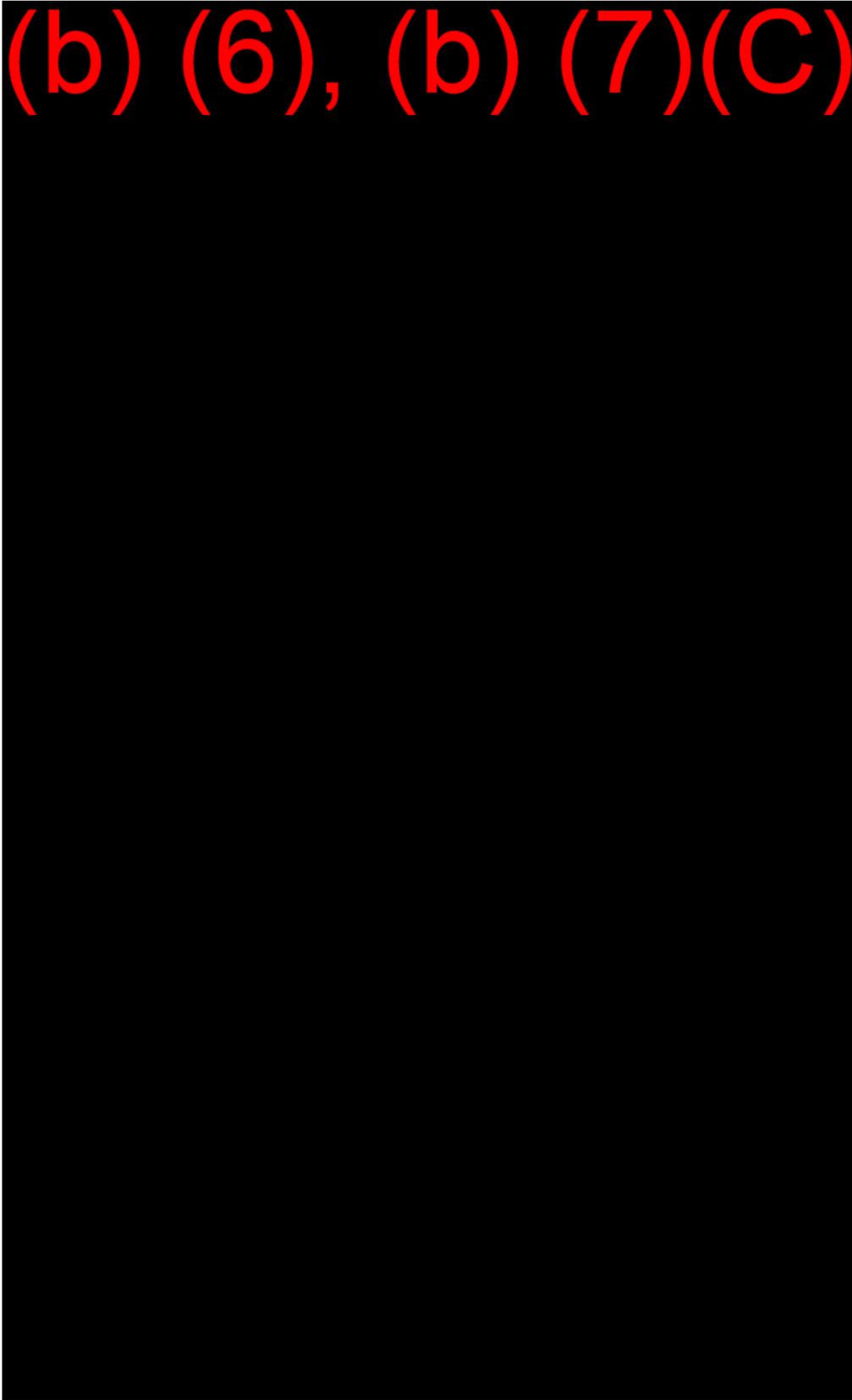
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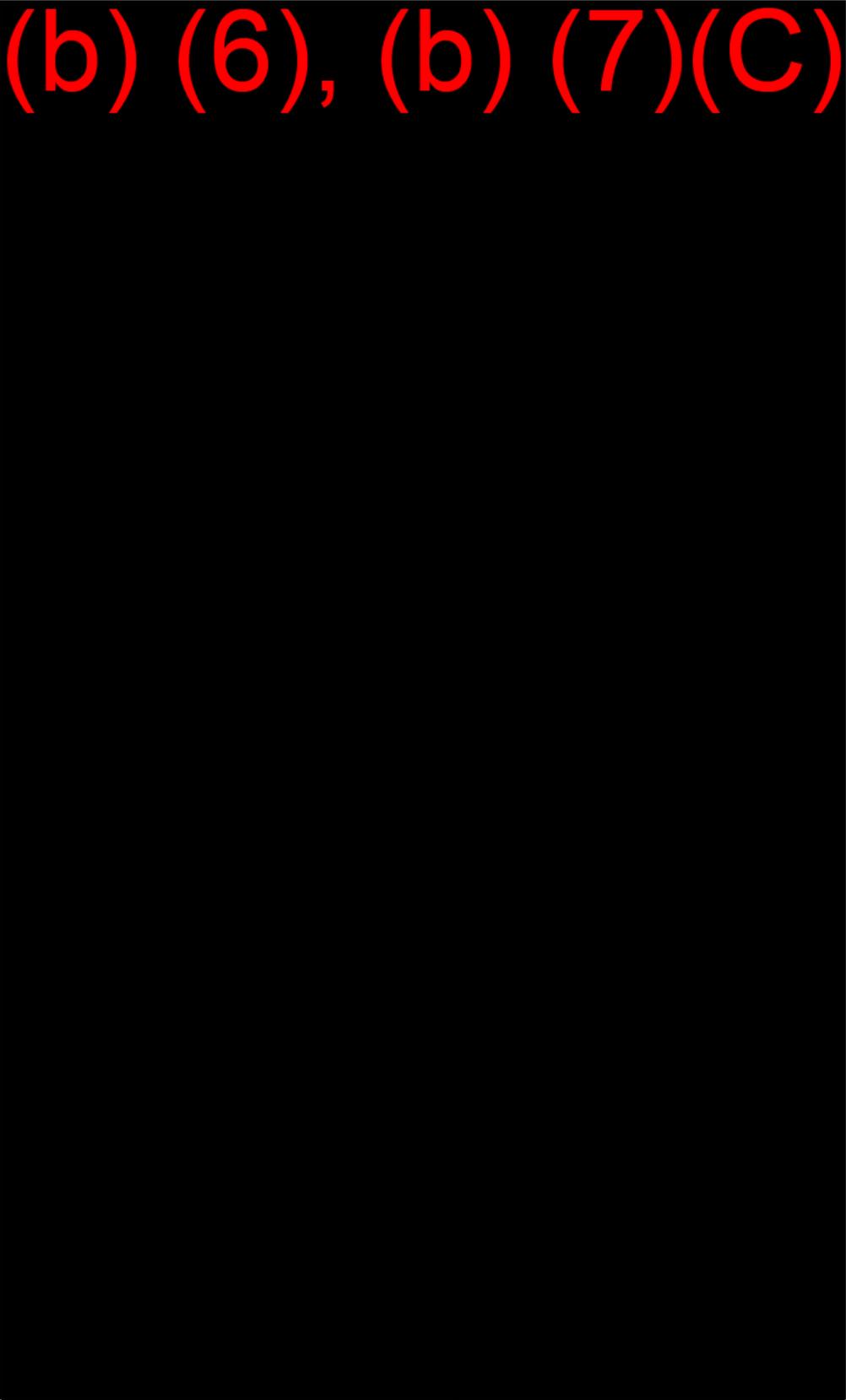
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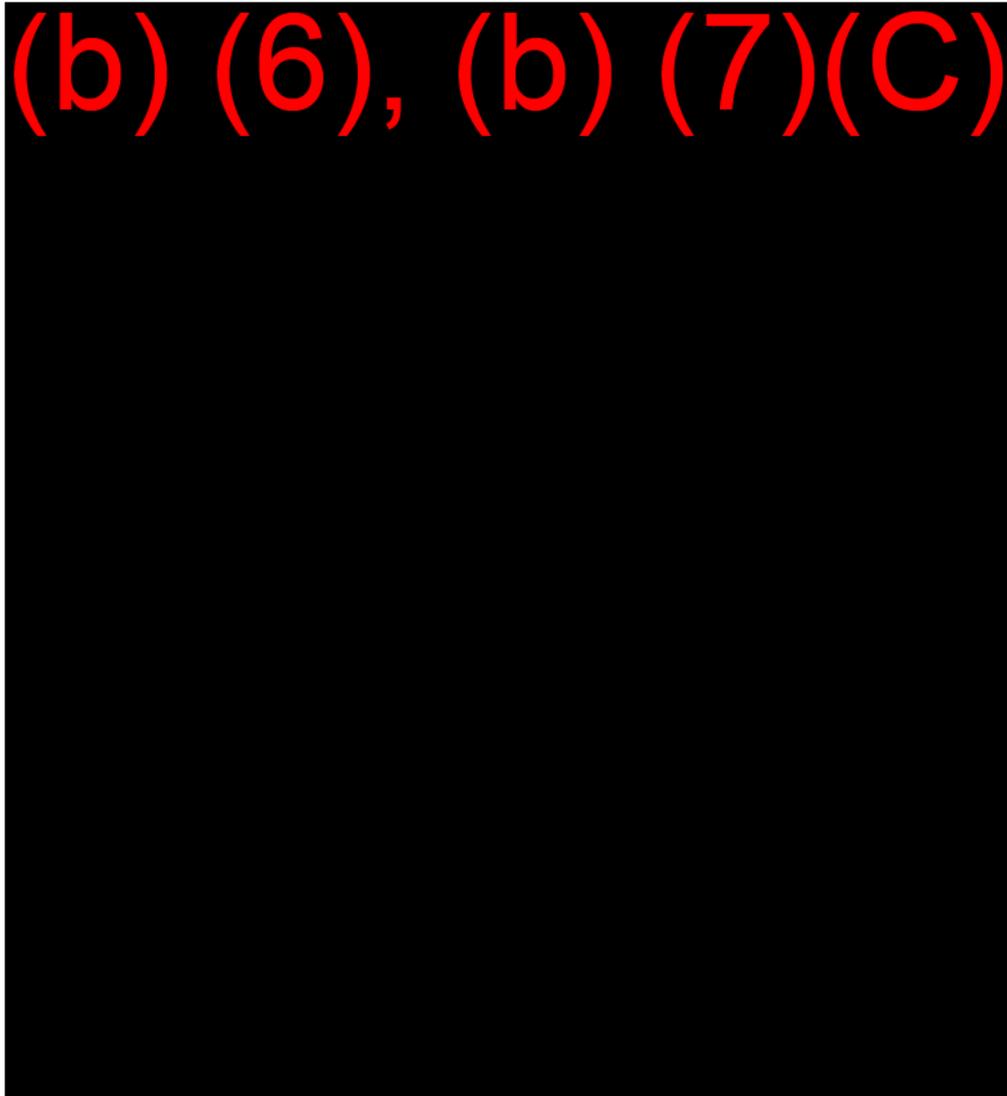
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**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Valero Refining - New Orleans, L.L.C. and Valero Services, Inc. ("Valero") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy violations of EXECUTIVE ORDER 11246 ("E.O. 11246") that OFCCP found during a compliance review of Valero's 14902 River Road Norco, Louisiana facility (Valero St. Charles Refinery). OFCCP's analysis of Valero's hiring process and selection procedures revealed that during the period of January 1, 2014 through December 31, 2014 ("review period") Valero discriminated against black, Hispanic, Asian and American Indian applicants for Operator Trainee positions. OFCCP found that there was a disparity in the hiring of Operator Trainee position based on race. Valero has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Valero violated any laws. OFCCP and Valero 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 Operator Trainee position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$ 1,167.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims. You should complete and mail back the forms as soon as possible; no later than [120 Days from the Effective Date of the signed agreement] for you to be entitled to participate in this settlement:

(NAME)  
(POSITION)  
(CONTRACTOR)  
(ADDRESS)

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims.

In addition to the monetary distribution, Valero will be making job offers for Operator Trainee to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Valero, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Operator Trainee positions in the order that Valero receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [NAME] at [CONTRACTOR] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 504-589-6575. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO VALERO BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

*(NAME)*

Enclosures

Information Verification and Employment Interest Form  
Release of Claims Under Executive Order 11246

ATTACHMENT C-1

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Valero Refining - New Orleans, L.L.C. and Valero Services, Inc. ("Valero") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Valero at the address below if your address or phone number changes within the next six months.

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

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

White [ ] Black [ ] Hispanic [ ] Asian [ ] American Indian [ ]

Please indicate below whether you are currently interested in employment in an Operator Trainee position with Valero. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with Valero as an Operator Trainee.

[ ] No, I am not currently interested in employment with Valero as an Operator Trainee.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

(NAME) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

I, \_\_\_\_\_, certify the above is true and correct.

(print name)

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

ATTACHMENT C -2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Valero Refining - New Orleans, L.L.C. and Valero Services, Inc. ("Valero") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Valero at the address below if your address or phone number changes within the next six months.

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

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

White [ ] Black [ ] Hispanic [ ] Asian [ ] American Indian [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

(NAME) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

I, \_\_\_\_\_, certify the above is true and correct.

(print name)

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

**ATTACHMENT D**

**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 Valero Refining - New Orleans, L.L.C. and Valero Services, Inc. ("Valero") paying you money, you agree that you will not file any lawsuit against Valero for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Operator Trainee positions. It also says that Valero 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 \$1,167.00 (less deductions required by law) by Valero to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

(print name)

I.

I hereby waive, release and forever discharge Valero, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, 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 my non-selection for employment as an Operator Trainee on the basis of my race at any time through the effective date of this Release.

II.

I understand that Valero denies that it treated me unlawfully or unfairly in any way and that Valero 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 review initiated by OFCCP on January 12, 2015. I further agree that the payment of the aforesaid sum by Valero to me is not to be construed as an admission of any liability by Valero.

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 Valero [ON OR BEFORE \_\_\_\_ (DATE)], I will not be entitled to receive any payment (less deductions required by law) from Valero.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Your Signature