

CONCILIATION AGREEMENT

Between

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

and

BIMBO BAKERIES USA, INC.

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Bimbo Bakeries USA, Inc. ("BBU") facility located at 514 White Birch Road, Hazleton, PA 18201, and found that BBU was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 CFR Sections 60-1, 60-2, and 60-3. OFCCP notified BBU of the initial violations found and the corrective actions required in a Notice of Violations ("NOV") issued on March 27, 2015. 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 BBU enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for BBU's fulfillment of all obligations in Parts III and IV of this 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 BBU violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. BBU 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. BBU will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. BBU understands that nothing in this Agreement relieves BBU 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. BBU 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 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA") or engages in any activity listed at 41 CFR § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within forty-five (45) days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after BBU submits the final progress report required in Part IV (D), below, unless OFCCP notifies BBU in writing prior to the expiration date that BBU has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines BBU has met all of its obligations under the Agreement.
10. If BBU violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that BBU violated any term of the Agreement while it was in effect, OFCCP will send BBU a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) BBU will have fifteen (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 BBU 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. BBU may be subject to the sanctions as set forth in Section 209 of E.O. 11246, 41 CFR § 60-741.66, or 41 CFR § 60-300.66 and other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by BBU of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that BBU violated any laws.
12. Nothing herein is intended to relieve BBU from the obligation to comply with the requirements of 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), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 60-741 (2014) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 41 CFR Part 60-300 (2014), which became effective on March 24, 2014.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period October 1, 2011 through September 30, 2013, OFCCP alleges BBU's selection process for the position of Baker's Helper discriminated against female applicants in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP's analysis of the applicant and hire data for Baker's Helpers during the review period showed a statistically significant disparity of **7e** standard deviations yielding a shortfall of 7. This is a violation of 41 CFR § 60-1.4(a)(1).

REMEDY: BBU will cease and desist all selection procedures that resulted in statistically significant disparities in the ability of female applicants to compete for the Baker's Helper position identified in this violation, as required by 41 CFR § 60-1.4(a)(1).

In addition, BBU shall take the following actions as make-whole relief for the female applicants who were not hired for the Baker's Helper position during the period of October 1, 2011 through September 30, 2013 ("Class Members"):

- a. **Notification:** Within thirty (30) calendar days of the effective date of this Agreement, the BBU Claims Administrator will send to the last known address of each of the Class Members listed in Attachment A, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery the letter entitled "Notice to Class Members" (Attachment B) along with the forms enclosed therewith, "Address and Social Security Verification and Employment Interest Form" (Attachment C) and "Release of Claims Under Executive Order 11246" (Attachment D) (the Notice to Class Members, Address and Social Security

Verification and Employment Interest Form, and Release of Claims Under Executive Order 11246 are hereinafter referred to as the "Forms").

BBU will notify OFCCP by e-mail weekly of the names of Class Members for whom letters have been returned as undeliverable to the BBU Claims Administrator. In addition, within sixty (60) calendar days of the Effective Date of this Agreement, BBU will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned the fully executed Forms. OFCCP will then initiate efforts to locate those Class Members and provide BBU with updated contact information within thirty (30) days after receipt of the list of Class Members who have not responded to the Notice and/or have submitted incomplete forms.

BBU agrees to mail, by First Class mail, a second set of Forms and postage paid return envelope only to Class Members for whom OFCCP locates and submits updated contact information within fifteen (15) days of receipt of the new contact information and Class Members who have submitted incomplete Forms.

- b. Eligibility:** All Class Members who sign and return the complete and executed Forms to the BBU Claims Administrator within 120 calendar days of the Effective Date of this Agreement will be eligible to receive an equal share of the monetary settlement and, if indicating an interest in employment, will be placed on a preferential hire list and will be eligible to be considered for employment as a Baker's Helper position pursuant to this Agreement. If a Class Member has not returned the Forms to BBU within 120 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 150 calendar days of the Effective Date of this Agreement, BBU will provide OFCCP with a list of all Class Members who returned timely Forms ("Eligible Class Member"). Within 160 calendar days from the Effective Date of this Agreement, OFCCP will review and will notify BBU of OFCCP's approval of the final list of Eligible Class Members or discuss with BBU any issues necessary to finalize the list, such as inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (c) below will be divided equally among all Eligible Class Members on the final approved list regardless of whether they are interested in employment with BBU. BBU will disperse the monetary settlement within 180 days of the Effective Date of this Agreement to the Eligible Class Members.

- c. Offers of Employment:** Eligible Class Members, who have expressed an interest in employment and are not currently employed by BBU, will be placed on a preferential hire list according to the date of receipt of their Forms by the BBU Claims Administrator or, if the Forms were received on the same day, in the order of the Eligible Class Member's first original application date. As vacancies occur in the Baker's Helper position, Eligible Class Members on the preferential hire list will be contacted by BBU via letter sent certified mail ("Certified Letter") and invited to come to the facility to complete an application and participate in an in-person interview. The letter will include the job title, the job description, expected work hours, and starting hourly wage. Eligible Class

Members who are interviewed and meet the minimum qualifications for the Baker's Helper position will be offered a position, if available, based on the order of the preferential hire list. BBU will make job offers to Eligible Class Members until seven (7) Eligible Class Members are offered and have accepted a Baker's Helper position or the list of Eligible Class Members who have expressed an interest in employment is exhausted, whichever occurs first. Eligible Class Members who do not timely respond to the Certified Letter from BBU will be removed from the preferential hire list.

The report-to-work date for Eligible Class Members, who are offered and hired into a Baker's Helper position pursuant to this Agreement, shall be no later than fourteen (14) days after receipt of a written job offer. If the Eligible Class Member does not report to work on the day designated by BBU and does not provide BBU with advance notice on or before the start date, with good cause and/or extenuating circumstances for the failure to report to work on the first day of employment, BBU may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- d. Monetary Settlement:** The monetary settlement of fifty-two thousand, three hundred and ten dollars and eight cents (\$52,310.08) is a negotiated settlement that represents back pay in the amount of fifty-one thousand, one hundred and eighty-nine dollars and forty-eight cents (\$51,189.48) and interest in the amount of one thousand, one hundred and twenty dollars and sixty cents (\$1120.60) for all Eligible Class Members who applied for the Baker's Helper position during the evaluation period ("Baker's Helper Settlement Amount"). BBU agrees to disburse this amount to all Eligible Class Members who complete and timely return the Forms to the BBU Claims Administrator. BBU will mail a check constituting a pro-rata share of the Baker's Helper Settlement Amount, less any payroll deductions and other withholding taxes required by law, to each Eligible Class Member who has completed and timely returned the Forms to the BBU Claims Administrator. The Eligible Class Members who receive a payment from BBU will receive the appropriate IRS documents reflecting such payment.
- e. Selection Procedures:** Pursuant to this agreement BBU will cease and desist in the use of all selection procedures which resulted in the discrimination of Female applicants for Baker's Helper positions, BBU will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for Baker's Helper positions are made in non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR § 60-1.4(a) and 41 CFR § 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").
- f. Training:** Within seventy-five (75) days from the effective date of this Agreement, BBU shall conduct mandatory training for all of its human resource personnel, hiring managers, and supervisors involved in the selection process for all Baker's Helper positions at the 514 White Birch Road, Hazleton, PA facility. Such training will cover recruitment and applicant tracking procedures for Baker's Helpers; the neutral application of the specified

qualifications and criteria that will be used at each step in the selection process for Baker's Helpers; procedures to be used to document the decisions made at each step in the selection process for Baker's Helpers; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4(a)(1), 41 CFR § 601.12(a) and 41 CFR § 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and BBU's commitment to diversity and non-discriminatory hiring.

2. **VIOLATION:** During the period October 1, 2011 through September 30, 2013, BBU failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, BBU failed to evaluate its hiring system to determine whether and where there were gender, race or ethnicity based disparities for Baker's Helpers. This is a violation of 41 CFR § 60-2.17(d) (1)-(4).

REMEDY: BBU will develop and implement an auditing system to measure the effectiveness of its total affirmative action program, as required by 41 CFR § 602.17(d)(1)-(4). Specifically, BBU will:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- (3) Review report results with all levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance

PART IV: REPORTING REQUIREMENTS

BBU agrees to furnish OFCCP with three (3) progress reports. BBU will send each report to the following address:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Edward J. Rogers, District Director
Robert Nix Federal Building
900 Market Street – Room 311
Philadelphia, PA 19107

The first report will be due April 30, 2016 and cover the period October 1, 2015 through March 31, 2016 and will include:

1. Documentation of monetary relief provided to all Baker's Helper Class Members as specified in the Remedy to Violation 1. The documentation shall include copies of all signed "Address and Social Security Verification and Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by BBU to all Class Members, or other equivalent documentation verifying that all eligible Class Members were paid.
2. Documentation of all Eligible Class Members who were offered and/or hired into the Baker's Helper positions. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
3. Documentation verifying that BBU provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to Violation 1 of this Agreement. This documentation will include, but not be limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
4. A description of: (a) the ways BBU revised its selection process to fill Baker's Helper vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (b) any revisions to BBU's methods for tracking such information, including by race, ethnicity and gender; and (c) the internal audit and reporting systems put into place for monitoring BBU's progress and program effectiveness;
5. Applicant flow log data identifying all applicants for the Baker's Helper positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
6. Copies of the impact ratio analysis for the Baker's Helper positions conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, BBU will provide the results of its review and/or examination of each individual component in the selection process for the Baker's Helper positions. Documentation will also include a detailed description of any actions taken by BBU to address the adverse impact found in its review.

The second report will be due on October 31, 2016 and cover the time period April 1, 2016 through September 30, 2016 and will include:

1. Documentation of all Eligible Class Members who were offered and/or hired into the Baker's Helper positions, not already produced to OFCCP in prior reports. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
2. Applicant flow log data identifying all applicants for the Baker's Helper positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
3. Copies of the impact ratio analysis for the Baker's Helper positions conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, BBU will provide the results of its review and/or examination of each individual component in the selection process for the Baker's Helper positions. Documentation will also include a detailed description of any actions taken by BBU to address the adverse impact found in its review.

The third report will be due October 30, 2017 for the period October 1, 2016 through September 30, 2017 and will include:

1. Documentation of all Class Members who were offered and/or hired into the Baker's Helper positions, not already produced to OFCCP in prior reports. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
2. Applicant flow log data identifying all applicants for the Baker's Helper positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
3. Copies of the impact ratio analysis for the Baker's Helper positions conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, BBU will provide the results of its review and/or examination of each individual component in the selection process for the Baker's Helper positions. Documentation will also include a detailed description of any actions taken by BBU to address the adverse impact found in its review.

This Conciliation Agreement will remain in full force and effect until sixty (60) days following BBU submission of the final report, or until such time as OFCCP has deemed that BBU has met

all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

INTEGRATION CLAUSE: This Conciliation Agreement represents the full Agreement between Bimbo Bakeries USA, Inc. and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Bimbo Bakeries USA, Inc. 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.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Bimbo Bakeries USA Inc. 514 White Birch Road Hazleton, PA 18201

DATE: *September 30, 2015*

DATE *9/30/2015*

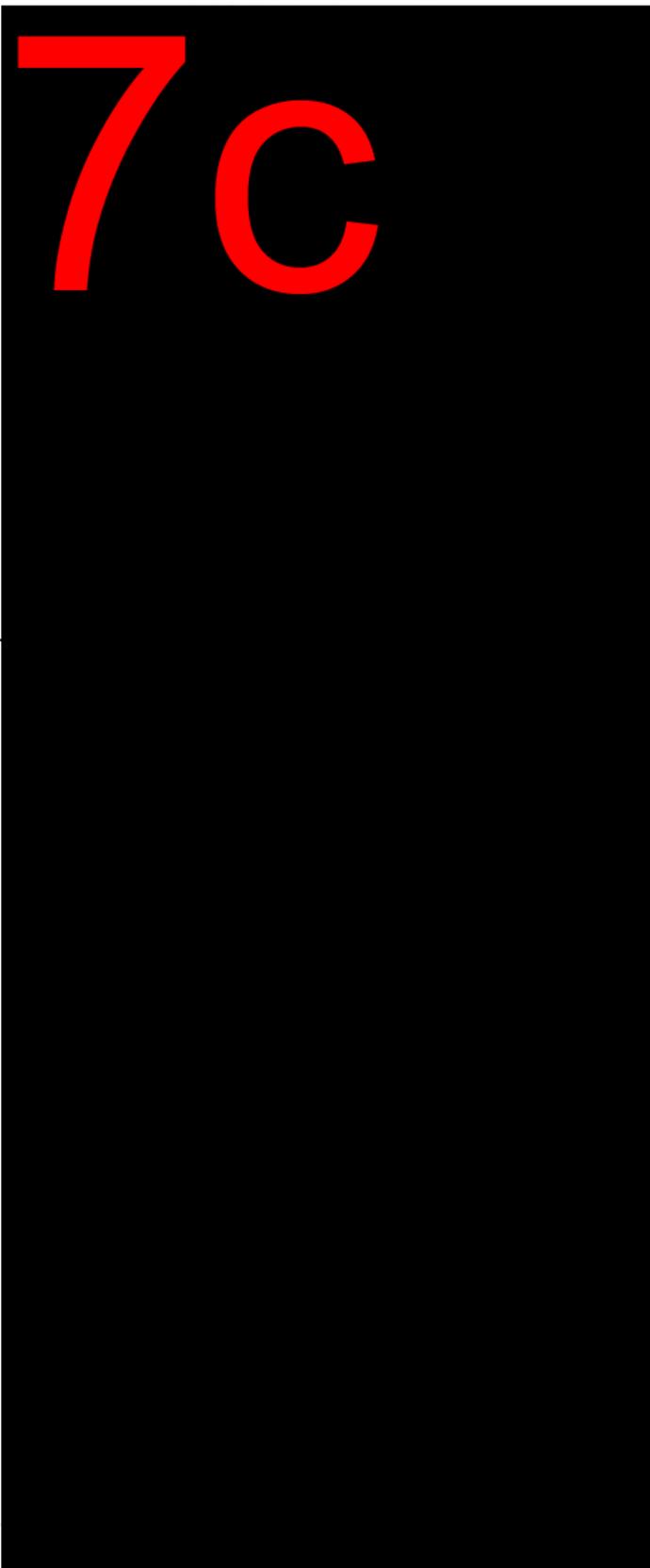
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JONATHAN BERGER
VP, Human Relations
Bimbo Bakeries USA, Inc.
514 White Birch Road
Hazleton, PA 18201

7c

MICHELE HODGE
Regional Director
U.S. Department of Labor - OFCCP
Mid-Atlantic Regional Office
Philadelphia, PA

CLASS MEMBERS - ATTACHMENT A



CLASS MEMBERS - ATTACHMENT A

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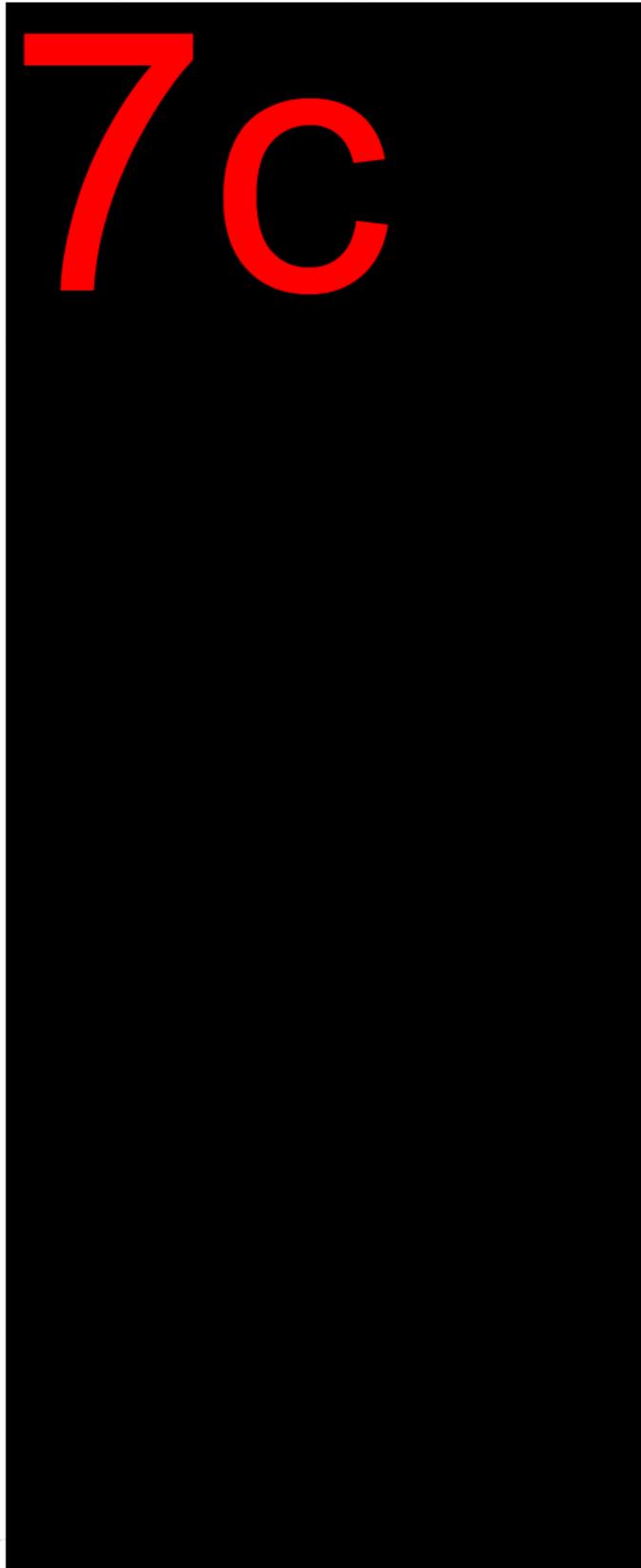
CLASS MEMBERS - ATTACHMENT A

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CLASS MEMBERS - ATTACHMENT A

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CLASS MEMBERS - ATTACHMENT A



CLASS MEMBERS - ATTACHMENT A

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ATTACHMENT B

NOTICE TO CLASS MEMBER

NAME

ADDRESS

Bimbo Bakeries USA, Inc. (hereinafter "BBU") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve alleged disparities in the selection process for the Baker's Helper position during the period of October 1, 2011 through September 30, 2013. You have been identified as an individual who applied for the Baker's Helper position during that time period, but were not hired.

As part of this Agreement, you are eligible to receive a one-time payment of at least [\$228.42], less legally required payroll deductions and other withholding taxes. In order to be eligible for this distribution, you must complete the enclosed "Address and Social Security Verification", as well as the Release of Claims Under Executive Order 11246, and return them to the following address as soon as possible, but no later than [insert 120 days from the effective date of the Agreement] for you to be entitled to participate in this settlement:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attention: Jada Williams Claims Administrator
Bimbo – Hazleton Cake
420 20th Street North Suite 1900
Birmingham, AL 35204-3212

By entering into this Agreement, BBU has not admitted, nor has there been any adjudicated finding that BBU violated any laws when it did not hire you and others for a Baker's Helper position when you applied. BBU has entered into this Agreement for its convenience and to resolve the matter without further legal proceeding.

In addition to the monetary distribution, as part of the Agreement, BBU will be making job offers for Baker's Helper jobs to a limited number of individuals receiving this Notice. It is not certain that you will receive a job offer. If you are still interested in employment with BBU at the White Birch Road, Hazleton, PA location, please check the appropriate box on the enclosed Address and Social Security Verification and Employment Interest Form. Those receiving this Notice will be considered for a Baker's Helper position in the order that the BBU Claims Administrator receives the Address and Social Security Verification and Employment Interest Form expressing an interest in employment, so you should return your Forms as soon as possible. You must meet the qualifications that are required for the Baker's Helper position in order to be eligible to receive an offer of employment and you must agree to submit to and pass all pre-employment screenings to be hired.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE BBU CLAIMS ADMINISTRATOR ON OR BEFORE [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

If you have any questions, you may call Edward J. Rogers, OFCCP – Philadelphia District Office, at (215) 597-4121. Your call will be returned as soon as possible.

Sincerely,

Signed by Jada Williams
Claims administrator for Hazleton – Cake

ATTACHMENT C

**ADDRESS AND SOCIAL SECURITY VERIFICATION
AND EMPLOYMENT INTEREST FORM**

You must complete this form and the attached Form W-4 in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (Agreement) between Bimbo Bakeries USA and the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP).

Please print legibly, except for the signature.

Full Name: _____

- () I confirm that the address on the enclosed Notice to Class Member is correct.
- () The address on the Notice to Class Member is not correct. My correct address is:
Address: _____

Notify the BBU Claims Administrator at the address below if your address changes within the next twelve (12) months.

Your Social Security Number is required for tax purposes. Please list in the space below:

_____ - _____ - _____

For purposes of this settlement, it is necessary to verify your gender (please check one):

____ Female ____ Male

Please check whether you are currently interested in employment for the position of Baker's Helper at Bimbo Bakeries located at 514 White Birch Road, Hazleton, PA. If you complete the Address and Social Security Verification, and sign the Release of Claims of Executive Order 11246, without modification, you will remain eligible to receive the monetary payment whether or not you are interested in employment at this time.

____ Yes, I am still interested in employment for Baker's Helper with Bimbo Bakeries located at 514 White Birch Road, Hazleton, PA.

____ No, I am not currently interested in employment with Bimbo Bakeries located at 514 White Birch Road, Hazleton, PA.

____ No, I am currently employed with BBU at 514 White Birch Road, Hazleton, PA or another Bimbo Bakeries location.

You must return this form to:

Ms. Jada Williams
Claims Administrator Bimbo – Hazleton Cake
420 20th Street North Suite 1900
Birmingham, AL 35204 3212

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE BBU CLAIMS ADMINISTRATOR ON OR BEFORE [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR RECEIVE A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

"I certify the above as true and correct."

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

In consideration of the payment of at least [\$228.42], less legally required Federal and state payroll deductions and other tax withholding) by Bimbo Bakeries USA, Inc.:

I.

I hereby waive, release and forever discharge Bimbo Bakeries USA, Inc., its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns (hereinafter referred to collectively as "BBU"), 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 BBU between October 1, 2011 through September 30, 2013.

II.

I understand that if I am concerned about how the process described in this Release applies to me, I may contact OFCCP for assistance at (215) 597-4121.

III.

I understand that BBU denies that it treated me unlawfully or unfairly in any way and that BBU entered into a Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Review initiated by OFCCP on April 15, 2013. I agree that the payment of the aforesaid sum by BBU to me is not to be construed as an admission of any liability by BBU.

IV.

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

V.

I understand that if I do not sign this Release and return it to the BBU Claims Administrator for BBU **on or before [insert 120 days from the effective date of this Agreement]**, I will not be entitled to receive the above-referenced payment (less deductions required by law) from BBU as described in this Release.

Print Name _____

Signature

Date