

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

FOLGERS COFFEE COMPANY

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated The J.M. Smucker Company a/k/a Folgers Coffee Company's ("Folgers") facility located at 14601 Old Gentilly Rd., New Orleans, Louisiana 70130 and found that Folgers was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3, and 60-300. OFCCP notified Folgers of the specific violations found and the corrective actions required in a Notice of Violations issued on December 21, 2012. 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 Folgers enter this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Folgers' 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 and VEVRAA 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 Folgers violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Folgers 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. Folgers will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Folgers understands that nothing in this Agreement relieves Folgers of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or VEVRAA and their implementing regulations, and other applicable equal employment laws.
4. Folgers promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) calendar days after Folgers submits the final progress report required in Part IV (D), below, unless OFCCP notifies Folgers in writing prior to the expiration date that Folgers has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Folgers has met all of its obligations under the Agreement.
10. If Folgers violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Folgers violated any term of the Agreement while it was in effect, OFCCP will send Folgers a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Folgers will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Folgers 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. Folgers may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R 60-300.66 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by Folgers of any violation of E.O. 11246, VEVRAA, or other laws, nor has there been an adjudicated finding that Folgers violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that Folgers is not in compliance with 41 C.F.R. 60-1.4(a). OFCCP's analysis of Folgers' hiring process and selection procedures revealed that Folgers failed to afford equal opportunity to black applicants for Entry Level Technician jobs during the period September 23, 2006 through September 22, 2008 (hereinafter "review period").

OFCCP's refined analysis of Folgers' hiring data showed a statistically significant disparity that negatively affected black applicants for Entry Level Technician positions. OFCCP found that of (b) (7)(E) non-black applicants (b) (7)(E) or (b) (7)(E) % were hired and of (b) (7)(E) black applicants (b) (7)(E) or (b) (7)(E) % were hired. This resulted in a statistically significant disparity against black applicants at (b) (7)(E) standard deviations with an adjusted shortfall of 21.

OFCCP found that Folgers' hiring process and selection procedures resulted in discrimination against 677 black applicants who applied for Entry Level Technician positions during the review period.

REMEDY: Folgers agrees to immediately cease practices and/or policies negatively affecting black applicants and to take the following corrective actions:

- a) **Revision of the Hiring Process, Implementation and Training:** Within 60 calendar days of the Effective Date of this Agreement, Folgers will provide a written copy of its revised practices, policies and procedures that the company will use to recruit, track and hire applicants for Entry Level Technician positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
 - Procedures to recruit applicants for Entry Level Technician positions including mandatory postings, outreach efforts, and the use of the Internet as a recruitment

procedure, if Folgers currently uses or intends to prospectively use the Internet to recruit applicants for Entry Level Technician positions.

- The qualifications and criteria to be used to place job seekers into the Entry Level Technician applicant pool(s).
- The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- Procedures to ensure applicants are tracked and decisions are documented at each step in the hiring process.
- Procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the Effective Date of this Agreement, Folgers will fully implement and train all individuals involved in any way in recruiting, selecting or tracking applicants for Entry Level Technician positions on the Revised Hiring Process. Folgers will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include instruction on the proper implementation of the recruitment, tracking and selection procedures, the non-discriminatory application of the specific qualifications and criteria that will be used at each step in the hiring process, the 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.

- b) **Notification:** Within 30 calendar days of the Effective Date of this Agreement, Folgers must notify the black Class Members listed in Attachment 1 of the terms of this Agreement by sending, via First Class Mail each individual in the affected class the: Notice to Affected Class (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release Form"), and a postage paid return envelope. Folgers will notify OFCCP within 75 days of the effective date of all letters returned as undeliverable and will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Interest and Release Forms. OFCCP will then initiate efforts to locate those Class members and will provide updated contact information to Folgers within 25 calendar days of receipt of the list from Folgers

Within fifteen (15) days of receiving an updated mailing address from OFCCP, Folgers agrees to mail by first class mail a second Notice, Interest Form, Release Form, and postage paid self-addressed return envelope to Class Members OFCCP locates.

- c) Eligibility: All members of the affected class (listed on Attachment 1) who sign and return the Interest Form and Release Form to Folgers within 150 calendar days of the Effective Date of the Agreement (“Eligible Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment and not previously employed by Folgers, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form and Release Form to Folgers within 150 calendar days of the Effective Date of the Agreement, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 165 calendar days of the Effective Date of the Agreement, Folgers will provide OFCCP with the lists of the Eligible Class Members (individuals who returned the Interest Form and Release Form by the deadline). Within 175 calendar days of the Effective Date of the Agreement, OFCCP will approve the final lists of Eligible Class Members or discuss with Folgers any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Folgers.

- d) Employment: As Entry Level Technician positions become available, Folgers will consider qualified Eligible Class Members not currently employed by the company who express an interest in employment in an effort to remedy the total shortfall of 21.

Eligible Class Members will be considered in the order that Folgers receives their Interest Forms or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. If Folgers 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.

Folgers must initiate its hiring of Eligible Class Members and must complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted, whichever is sooner.

Eligible Class Members shall be responsible for notifying Folgers of any changes in their addresses or other contact information, and must successfully complete Folgers’ hiring process. Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Folgers. The Eligible Class Members hired into Entry Level Technician positions pursuant to this Agreement must be paid the current wage rate for Entry Level Technician positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Entry Level Technician employees. In addition, each Eligible Class Member hired shall receive a one-time payment of \$500, less legal deductions required by law (such as federal, state and/or local taxes and FICA), in lieu of retroactive seniority. As such, \$10,500 will be set aside from the total monetary settlement for this purpose.

- e) **Monetary Settlement:** Within 30 calendar days of the Effective Date of this Agreement, Folgers will deposit \$200,000 into an interest bearing account at the prevailing interest rate; interest accrued on the \$200,000 will be equally distributed among the Eligible Class Members.

Folgers agrees to distribute \$200,000 (\$177,000 in back pay and \$23,000 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), in equal shares among all eligible class members on the final approved lists. Folgers 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. Folgers will disburse the monetary settlement within 30 calendar days after OFCCP approves the final lists of Eligible Class Members.

Within five calendar days of Folgers' receipt of a check to an Eligible Class Member returned as undeliverable, Folgers will notify OFCCP of this fact via e-mail sent to Compliance Officer (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, Folgers will re-mail the check within five 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 Member will be void. With respect to any uncashed funds, Folgers will make a second distribution to all Eligible Class Members who cashed their first check.

If the total amount of uncashed funds would result in a payment of less than \$20.00 to each Eligible Class Member who cashed the first disbursement check, Folgers will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process described in Part III – Paragraph (a) of Remedy for Violation 1.

2. **VIOLATION:** Folgers failed to identify the gender, race and ethnicity of each applicant in accordance with the requirements of 41 CFR 60-1.12(c). Specifically, during the period of January 1, 2009 through June 17, 2009, Folgers did not have a formal process in place to collect race, gender and ethnicity of each of its applicants. As a result, race and gender information was not maintained for (b) (7)(E) (b) (7)(E) % of Folgers' applicants.

REMEDY: Folgers will implement an adequate applicant tracking system that accurately captures and maintains the race, gender, and ethnicity of applicants that will allow Folgers to analyze the pool for:

- a) Nondiscrimination purposes to monitor for any disparate treatment or any unlawful adverse impact in the selection process; and

b) Affirmative action purposes to ensure that the process is yielding an appropriate pool of qualified minority and female applicants.

3. **VIOLATION:** OFCCP found Folgers failed to maintain and have available for inspection personnel and employment records in accordance with the requirements of 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-3. Specifically, during the review period, Folgers failed to preserve and make available to OFCCP complete and accurate employment records, including the results of physicals and drug tests.

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

4. **VIOLATION:** Folgers is not in compliance with 41 C.F.R. 60-3. Specifically, Folgers required Entry Level Technician applicants to pass selection procedures (tests and Panel Interview) that resulted in statistical significance against black applicants when compared to non-black applicants. Although required, company representatives stated that it did not conduct a validation study for the Panel Interview.

REMEDY: Folgers will validate all tests and selection procedures to ensure compliance with regulatory requirements at 41 C.F.R. 60-3.5 or utilize alternative selection procedures in order to eliminate adverse impact or as part of an affirmative action program as required by 41 C.F.R. 60-3.6.

5. **VIOLATION:** Folgers failed to conduct an adverse impact analysis in accordance with the requirements of 41 C.F.R. 60-2.17(b), 41 C.F.R. 60-3.4 and 41 C.F.R. 60-3.15A. Specifically, Folgers failed to conduct an analysis on its total selection process and subsequently failed to conduct the required analysis on the individual components of the selection process. During the compliance review, OFCCP requested the impact ratio analysis pertaining to the company's employment procedures. However, company representatives indicated that no analysis had been conducted during the review period.

REMEDY: Folgers will conduct an adverse impact analysis on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, gender or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses must be done by job for each group constituting more than 2% of the labor force in the relevant labor area, or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Folgers will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Folgers will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

6. **VIOLATION:** During the period of September 23, 2006 through September 22, 2008, Folgers failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the

location where the openings occurred in violation of C.F.R. 60-300.5(a)2-6 and 41 C.F.R. 60-300.5(a)2-6 (2014).

REMEDY: Folgers will list all employment openings as they occur with an appropriate employment service delivery system (“ESDS”) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Folgers, as required by 41 C.F.R. 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Folgers will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 C.F.R. 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Folgers will provide updated information simultaneously with its next job listing.

PART IV. REPORTS REQUIRED

1. Folgers must submit the documents and reports described below to: Karen N. Hyman, District Director, OFCCP-Houston District Office, 2320 La Branch Street, Suite 1103, Houston, TX 77004.
 - A. Within thirty (30) calendar days of the Effective Date of this Agreement, Folgers will provide OFCCP with the name and contact information for the person who can provide information on the interest-bearing account.
 - B. Within sixty (60) calendar days of the Effective Date of this Agreement, Folgers will submit a copy of the written Revised Hiring Process described in Part III – Remedy for Violation 1.
 - C. Within 120 calendar days of the Effective Date of this Agreement, Folgers shall submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Entry Level Technician positions have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
 - D. Within the prescribed timeframes, Folgers shall submit all documents and information referenced in paragraphs (b) and (d) of Remedy 1. Such documentation and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Interest Form and Release within 75 calendar days of the Effective Date of the Agreement, a list of Eligible Calls Members who have returned a signed Interest Form and Release within 150 calendar days of the Effective Date.

Folgers must submit two progress reports covering each twelve-month period this Agreement is in effect. The first progress report will be due thirteen months after the Effective Date of this Agreement and must cover the twelve-month period beginning with the Effective Date. The second report must cover the successive twelve-month period, and must be submitted within 30 calendar days after the close of that twelve-month period.

Pursuant to Violation 1, Folgers will submit the following in each annual progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in Part III Remedy for Violation 1, paragraphs (d) and (e). The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the check number and the amount of the check and the date the check cleared the bank. Folgers must provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who were hired in Entry Level Technician positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority payment;
- 3) For Eligible Class Members who were considered for employment but were not hired, Folgers will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);

Folgers will submit the information in subsections 1-3 above in the progress reports until OFCCP determines that the back pay has been fully paid and the offer/hire obligations have been met or expire, or the list of Eligible Class Members have been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violations 2- 5, Folgers will submit the following in each progress report:

- 1) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Entry Level Technician positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Folgers by a staffing firm or employment agency;
- 2) For Entry Level Technician positions, the results of Folgers' 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 the group set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, Folgers must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis);

- 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 Folgers' evaluation of the individual components of the selection process for adverse impact;
 - 4) The actions taken by Folgers upon determining that any component of the selection process has an adverse impact on members of the group set forth in #3 above;
 - 5) Documentation that Folgers listed all employment openings with the appropriate ESDS where the opening occurred. Documentation shall include a list of Folgers' vacancies, copies of Folgers' job listings, and records demonstrating that Folgers provided the ESDS with the required notice of its contractor status and list of contacts during the initial listing; and
 - 6) If Folgers is using a test(s) as part of the selection process, Folgers will submit summary information on all test takers by race/ethnicity and gender and test results by race/ethnicity and gender (indicating who passed the test).
2. Folgers 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 Folgers.

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

Courtney Faucheux
HR Manager
The J.M. Smucker Company

Date: 9/30/16

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
Houston District Officer

Date: 9/30/16

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

Dinbrah S. Boykin
Assistant District Director
Houston District Officer

Date: 9/30/16

for

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

Karen N. Hyman
District Director
Houston District Officer

Date: 9/30/16

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

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

Date: 9-30-2016

ATTACHMENT 1
Affected Class Members
Entry Level Technicians – Blacks

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ATTACHMENT 2

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Folgers Coffee Company ("Folgers") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Folgers' facility located at 14601 Old Gentilly Rd., New Orleans, LA 70129. OFCCP's analysis of Folgers' hiring process and selection procedures revealed that during the period September 23, 2006 through September 22, 2008, Folgers failed to afford equal opportunity to black applicants for Entry Level Technician jobs. Folgers has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Folgers violated any laws. OFCCP and Folgers 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 Entry Level Technician during that time period, but was not hired.

As part of this Agreement, you may be eligible to receive a distribution of at least \$_____ less lawful payroll deductions. Under the terms of this Agreement, it may take up to seven 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 Release of Claim and Information Verification and Employment Interest Form. You should complete and mail back the forms as soon as possible but no later than _____ (150 DATE)] after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Courtney Fauchaux
HR Manager
The J.M. Smucker Company
14601 Old Gentilly Rd.
New Orleans, LA 70130

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

In addition to the monetary distribution, Folgers will be making job offers for Entry Level Technician positions 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 Folgers, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Entry Level Technician positions in the order that Folgers receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will receive a \$500 payment in lieu of seniority. If you have any questions, you may call (b) (6), (b) (7)(C) at Folgers at 504-254- (b) (6), (b) (7)(C), or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 713-718-3800. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FOLGERS WITHIN 150 DAYS (ACTUAL 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

ATTACHMENT 3

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 Folgers Coffee Company ("Folgers") 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 _____

Email Address: _____

Notify Folgers at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (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 Native American

Please indicate below whether you are currently interested in employment in an Entry Level Technician position with Folgers; and if you have previously worked for Folgers. 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 Folgers for an Entry Level Technician position.

No, I am not currently interested in employment with Folgers for an Entry Level Technician position.

Yes, I previously worked for Folgers. Provide job title and dates of employment.

Job Title: _____ Start Date: _____ End Date: _____

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.

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

Signature

Date

ATTACHMENT 4

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 Folgers Coffee Company ("Folgers") paying you money, you agree that you will not file any lawsuit against Folgers for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Entry Level Technician positions. It also says that Folgers 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 deductions required by law) by Folgers to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge Folgers, 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 in an Entry Level Technician position on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that Folgers denies that it treated me unlawfully or unfairly in any way and that Folgers 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 [INSERT DATE]. I further agree that the payment of the aforementioned sum by Folgers to me is not to be construed as an admission of any liability by Folgers.

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 Folgers **ON OR BEFORE ____ (DATE)**, I will not be entitled to receive any payment (less deductions required by law) from Folgers.

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

_____, 20__.

Signature

REPORTING TIMELINE

Company Name: Folgers Coffee Company
 Effective Date of Conciliation Agreement:

09/30/2016

Action Required	Number of Calendar Days from Effective Date	Due Date
Within 30 calendar days of the Effective Date of this Agreement, Folgers will provide OFCCP with the name and contact information for the person who can provide information on the designated funds.	30	10/30/2016
Within 30 calendar days of the Effective Date of this Agreement (the Effective Date is the date of signature of the Regional Director), Folgers will designate \$200,000 for Eligible Class Members.	30	10/30/2016
Within 30 calendar days of the Effective Date of this Agreement, Folgers must notify the black Class Members listed in Attachment 1 of the terms of this Agreement by sending, via First Class Mail each individual in the affected class the: Notice to Affected Class (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release Form"), and a postage paid return envelope.	30	10/30/2016
Within 60 calendar days of the Effective Date of this Agreement, Folgers will submit a copy of the written Revised Hiring Process.	60	11/29/2016
Folgers will notify OFCCP within 75 days of the Effective Date of all letters returned as undeliverable and will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Interest and Release Forms.	75	12/14/2016
Within 90 calendar days of the Effective Date of this Agreement, Folgers will fully implement and train all individuals involved in any way in recruiting, selecting or tracking applicants for Entry Level Technician positions on the Revised Hiring Process. Folgers will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment.	90	12/29/2016
Within 25 calendar days of receiving the list from Folgers, OFCCP will attempt to obtain and provide updated addresses to Folgers.	25	01/08/2017
Within fifteen (15) days of receiving an updated mailing address from OFCCP, Folgers agrees to mail by first class mail a second Notice, Interest Form, Release Form, and postage paid self-addressed return envelope to Class Members OFCCP locates.	15	01/23/2017
Class closes within 150 days of the Effective Date of Agreement.	150	02/27/2017
Within 165 calendar days of the Effective Date of the Agreement, Folgers will provide OFCCP with the lists of the Eligible Class Members (individuals who returned the Interest Form and Release Form by the deadline).	165	03/14/2017
Within 175 calendar days of the Effective Date of the Agreement, OFCCP will approve the final lists of Eligible Class Members or discuss with Folgers any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.	175	03/24/2017
Backpay and Interest will be disbursed within 30 days after OFCCP approves the final list of Class Members.	30	04/23/2017
Within 5 days of Folgers' receipt of an undeliverable check, Folgers shall notify OFCCP. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Folgers will re-mail the check within five calendar days of receiving an alternate or corrected address.	TBD	TBD

REPORTING TIMELINE

Folgers shall make a second distribution to all ACM's who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each located Class Member.	TBD	TBD			
Folgers must complete its hiring obligation within 24 months of the Effective Date of this Agreement.	730	09/30/2018			
Progress Report		Due Date	Covered Period		
			Beginning		End
First Report (due 13 months [392 calendar days] from Effective Date of Agreement):	392	10/27/2017	09/30/2016	thru	09/29/2017
Second Report Due:	756	10/26/2018	09/30/2017	thru	09/29/2018
Expiration date of CA (sixty days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):		12/25/2018			