

CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE  
PROGRAMS  
AND  
PERFORMANCE FOOD GROUP, INC.

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") initiated compliance evaluations of Performance Food Group, Inc. ("PFG" or "Contractor") establishments in Lebanon TN, Batesville, MS, Hickory, NC, Florence, SC, and Miami, FL ("Reviewed Establishments") between May 7, 2015 and December 13, 2016. As set forth in this agreement, OFCCP found that PFG's Reviewed Establishments failed to comply with Executive Order 11246, as amended ("EO 11246" or "the Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and PFG enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

- A. In exchange for PFG's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the alleged violations and/or continue its audit of the Reviewed Establishments other than as outlined in this Agreement. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if PFG violates any provision of this Agreement, as set forth in subsection L, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review PFG's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. OFCCP's review shall be limited to a review of PFG's compliance with this Agreement. PFG will permit access to the premises of the Reviewed Establishments during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests pursuant to 41 CFR 60-1.43, including those specified in this Agreement.
- C. Nothing in this Agreement relieves PFG of its obligation to fully comply with the

requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.

- D. PFG agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
- G. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H. This Agreement will become effective on the date it is signed by the Regional Director ("the Effective Date").

This Agreement will expire ninety (90) days after the conclusion of the Five Year Period defined in Part V, below, unless OFCCP notifies PFG in writing before the expiration date that PFG has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that PFG has met all of its obligations under the Agreement.

- I. If PFG violates this Agreement:
  - 1. 41 C.F.R. § 60-1.34 will govern:
    - i. OFCCP will send PFG a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The PFG shall have 15 days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. Election of Remedy: If PFG is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury,

enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement. Pursuant to 41 C.F.R. 60-1.34(c)-(d), in the event of a breach of this Agreement by PFG, OFCCP may elect to file an enforcement action seeking the full remedy for these discrimination findings, and will not be limited to enforcing the terms of this Agreement.

2. PFG may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
- J. PFG neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been adjudication on the merits regarding any such violation.
- K. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- L. 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.
- M. Each party shall bear its own fees and expenses with respect to this matter.
- N. 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.
- O. 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. VIOLATION AND REMEDIES**

#### **A. DISCRIMINATION VIOLATIONS<sup>1</sup>**

##### **1. Sex Discrimination in Hiring**

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<sup>1</sup> Please also see chart on page 5 for a summary of the violations and associated remedies.

- a. Lebanon, TN: OFCCP asserts that PFG discriminated against female applicants for Selector positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for these women when compared to similarly qualified men, resulting in [REDACTED] standard deviations with a shortfall of 5 female hires. After examining personnel records and conducting interviews, OFCCP determined that this practice of disproportionately hiring men was based on sex and not based on legitimate differences in qualifications.
- b. Batesville, MS: OFCCP asserts that PFG discriminated against female applicants for Selector positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in hiring rates for these women when compared to similarly qualified men, resulting in [REDACTED] standard deviations with a shortfall of 7 female hires. After examining personnel records and conducting interviews, OFCCP determined that this practice of disproportionately hiring men was based on sex and not based on legitimate differences in qualifications.
- c. Hickory, NC: OFCCP asserts that PFG discriminated against female applicants for Selector positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in hiring rates for these women when compared to similarly qualified men, resulting in [REDACTED] standard deviations with a shortfall of 15 female hires. After examining personnel records and conducting interviews, OFCCP determined that this practice of disproportionately hiring men was based on sex and not based on legitimate differences in qualifications.
- d. Florence, SC: OFCCP asserts that PFG discriminated against female applicants for Selector positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in hiring rates for these women when compared to similarly qualified men, resulting in [REDACTED] standard deviations with a shortfall of 16 female hires. After examining personnel records and conducting interviews, OFCCP determined that this practice of disproportionately hiring men was based on sex and not based on legitimate differences in qualifications.

## 2. Race Discrimination in Hiring

- a. Florence, SC: OFCCP asserts that PFG discriminated against Black applicants for Selector positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for these Black applicants when compared to similarly qualified whites, resulting in [REDACTED] standard deviations with a shortfall of 21 black hires. After examining personnel records and conducting

interviews, OFCCP determined that this practice of disproportionately hiring whites was based on race and not based on legitimate differences in qualifications.

### Summary of Discrimination Violations

Establishment Location & Address	Violation Period	Discrimination Violations					
		Standard Deviations	# Affected Female Applicants	Job Opportunities (shortfall) - Women	Standard Deviations	# Affected Black Applicants	Job Opportunities (shortfall) - Black
Lebanon, TN 401 Maddox-Simpson Parkway Lebanon, Tennessee 37090	1/1/2015-12/31/2015	Ex (7)(E)	13	5	---	---	---
Batesville, MS 506 Highway 35 North Batesville, Mississippi 38606	5/13/2013-5/12/2015	Ex (7)(E)	69	7	---	---	---
Hickory, NC 543 12th Street Dr., NW Hickory, North Carolina 28601	1/1/2015-6/30/2016	Ex (7)(E)	114 <sup>2</sup>	15	---	---	---
Florence, SC 2801 Alex Blvd Florence, South Carolina 29506	1/13/2015-12/20/2016	Ex (7)(E)	376 <sup>3</sup>	16	Ex (7)(E)	752 <sup>4</sup>	21

<sup>2</sup> Actual number of Eligible Applicants will differ, as each Eligible Applicant can only be remedied once.

<sup>3</sup> Actual number of Eligible Applicant will differ, as each Eligible Applicant can only be remedied once.

<sup>4</sup> Actual number of Eligible Applicants will differ, as each Eligible Applicant can only receive remedies once. Black women are included in the Female Affected Applicants List (Attachment A).

## B. TECHNICAL VIOLATIONS

1. At its Miami, FL establishment, PFG failed to preserve and maintain records as required by 41 CFR § 60-1.12(a), and failed to maintain records necessary to evaluate its selection process and each individual component of the selection process for adverse impact as required by 41 CFR § 60-3.15(A)(2). Specifically, PFG failed to maintain copies of applications and failed to maintain information on where in the hiring process an applicant fell out of the selection process.
2. At its Miami, FL and Hickory, NC, establishments, PFG failed to evaluate its selection, recruitment, referral, and other personnel procedures to determine whether such procedures result in disparities in the employment or advancement of women, and failed to make good faith efforts to recruit qualified women, in violation of 41 CFR 60-2.17(b) and (c).

## C. FINANCIAL REMEDY:

### 1. Notice.

- (1) By August 1, 2019, PFG shall notify the applicants listed in Attachment A ("List of Affected Applicants") of this settlement by mailing to each Affected Applicant via first class mail a Notice Form explaining the settlement; a Claim Form; a Release of Claims for Make-Whole Relief under Executive Order 11246; and a self-addressed stamped envelope.
- (2) Each Affected Applicant (or the Affected Applicant's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) shall have until October 2, 2019 to respond by returning the completed Claim Form and executed Release to the settlement administrator. Any response delivered or postmarked by October 2, 2019 shall be considered to have been timely submitted.
- (3) On August 15, 2019, August 29, 2019, September 12, 2019, September 26, 2019, and October 9, 2019, PFG will notify OFCCP of all letters returned as undeliverable. By October 9, 2019, PFG shall also provide OFCCP with a list of Affected Applicants who did not timely and fully respond to the Notices. By October 23, 2019, OFCCP will provide PFG with updated contact information for Affected Applicants whose letters were returned as undeliverable or who did not respond. By November 7, 2019, PFG shall send

another Notice, Claim Form, Release, and self-addressed stamped envelope to all Affected Applicants that OFCCP located. Each such Affected Applicant shall be given until January 9, 2020 to respond by returning the completed Claim Form and executed Release to PFG's settlement administrator. Any response delivered or postmarked by January 9, 2020 shall be considered to have been timely submitted.

- (4) By February 10, 2020, PFG shall provide to OFCCP a list of all Affected Applicants who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to PFG. By March 3, 2020, OFCCP shall approve the list of Affected Applicants who have timely responded to the first or second Notice ("Eligible Applicants"), or work with PFG to revise the list so that they can be approved by OFCCP. The approved list of Eligible Applicants shall constitute the "Final PFG Eligible Applicant List." If an Affected Applicant is not located and/or does not return a completed Claim Form and executed Release within the Notice deadline, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.
- (5) OFCCP and PFG agree that PFG shall have no further liability for backpay, interest, or any other relief under this Agreement to any Affected Applicant who cannot be located within the timeframes enumerated above or who does not submit a completed Claim Form and executed release within the Notice deadline.

2. **Monetary Settlement.** PFG, through Rust Consulting will distribute backpay and interest, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Applicants' share of FICA taxes) to the applicants on the final Eligible Applicants list.<sup>5</sup> The back pay and interest for each location is as follows:

	Backpay	Interest	Total
Batesville, MS (women)	\$84,001.50	\$9,333.50	\$93,335
Lebanon, TN (women)	\$59,998.50	\$6,666.50	\$66,665

<sup>5</sup> Though Rust Consulting is handling the administration of the settlement, PFG is responsible for ensuring that its notice and settlement obligations as set forth herein are fulfilled pursuant to this Agreement.

Hickory, NC (women)	\$140,724	\$15,636	\$156,360
Florence, SC (women)	\$83,534	\$9,282	\$92,815
Florence, SC (blacks)	\$171,732	\$19,081	\$190,814

By June 1, 2019, PFG shall establish, and deposit within a federally-insured interest-bearing account at the prevailing interest rate, the sum of \$599,989 and notify OFCCP that these actions are complete. PFG shall identify a person who can be contacted in order to obtain the account balance and interest information. The interest earned on the Settlement Fund following the signing of this Agreement shall be included in the distribution to Eligible Applicants.

PFG will pay the employers share of social security withholdings, and any other tax payments required by law. PFG will mail to each Eligible Applicant/Employee an IRS Form W-2 for 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 provided to the Eligible Applicants/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By April 2, 2020, PFG will distribute the backpay and interest described above to each Eligible Applicant. By June 18, 2020, PFG will notify OFCCP of any undeliverable checks, and OFCCP will attempt to locate the Eligible Applicant. If OFCCP obtains any alternate addresses in the designated time period, OFCCP will provide PFG with updated contact information by July 8, 2020. By July 22, 2020, PFG will re-mail the check to the Eligible Applicants. Any check that remains uncashed 120 days after the date the check was mailed to the Eligible Applicants will be void. With respect to any uncashed funds, PFG will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check. PFG will make this second distribution by January 30, 2021.

The OFCCP and PFG contacts for this notice process are noted in Attachment B.

**D. NON-MONETARY REMEDY:**

**A. Job Opportunities:** At the Reviewed Establishments included in Attachment A, PFG shall make bona fide job offers to applicants who have expressed interest in employment for the Selector position, and are not then employed by PFG, pursuant to the shortfalls listed in Part III A. PFG must either make these job offers within 24 months, until the shortfall is met<sup>6</sup>, or until the list of interested Eligible Applicants is exhausted, whichever comes first.

Until that time, these Eligible Applicants will have priority over all other candidates for hire into the Selector position. As vacancies occur in the Selector position, PFG shall contact the Eligible Applicants with a written job offer in the order they submitted their Claim Forms, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than 14 days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide PFG notice of good cause (e.g. illness) for their absence on or before that date. Unless good cause is provided, the Eligible Applicant must report to work within 5 days of the original designated start date. Otherwise, PFG may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire Eligible Applicants until the shortfall is met or the list of Eligible Applicants is exhausted, whichever comes first.

Contractor agrees to pay Eligible Applicants hired under this provision at least the current entry level wage for the Selector position at the location where the Eligible Applicant is hired, and provide all regular and on-the-job training.

If any of the Eligible Applicants have been hired by PFG as a selector prior to the signing of this Agreement, that job offer shall count toward meeting the shortfall.

To receive a job offer, the Eligible Applicant must return a complete Claim Form, express interest in receiving a job offer on that Claim Form, and affirm on the Claim Form that he/she possesses the basic requirements of the Selector job. All Eligible Applicants who receive a job offer must submit to and satisfy the same post-offer but pre-employment testing required of other individuals who receive an offer to work as a selector at the location from whom the Eligible Applicant receives the job offer.

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<sup>6</sup> An African American female hired at the Florence location shall count toward the shortfall of both females and African Americans at Florence.

**B. Revisions to Hiring Process.** By September 2, 2019, PFG will certify in writing to the OFCCP that it has revised its hiring process pursuant to the terms of this Agreement. Specifically, for the Reviewed Establishments included in Attachment A, PFG will revise, in writing, the practices, policies and procedures it uses to select applicants for Selector positions. Specifically, PFG will:

- i. create a job description and selection process for Selector positions which 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. develop specific, job-related qualification standards for the Selector position that reflect the duties, functions, and competencies of the position to minimize the potential for sex and race based stereotyping or other unlawful discrimination;
- iii. ensure all policies and qualification standards are uniformly applied to all applicants;
- iv. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

**C. Self-Analysis.**

- a. By September 2, 2019, PFG will certify in writing to the OFCCP that it conducted a self-analysis of its hiring process pursuant to the terms of this Agreement. Specifically, for the Reviewed Establishments included in Attachment A, PFG will monitor selection rates at each step of its selection process for the Selector position. This monitoring includes documenting the number of persons hired by sex and race, the number of applicants by sex and race, and the number of applicants by sex and race who participated in and passed each selection procedure utilized. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or sex, PFG must cease use of this procedure until it is validated and the Contractor has considered suitable alternatives, in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 CFR Part 60-3. PFG agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for the Selector position.

- b. For its Miami, FL, and Hickory, NC, establishments, PFG will (1) conduct in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist; (2) develop and execute action-oriented programs to correct all problem areas identified and to attain established goals and objectives; and (3) demonstrate that it has made good faith efforts to remove identified barriers and expand employment opportunities for qualified women, pursuant to 41 CFR 60-2.17(b) and (c). Example recruitment sources include:

Women's Resource Center  
Women 2 Work  
125 3rd St. NE, P.O. Box 1608  
Hickory, NC 28603  
(828) 322-6333 |

Catawba County Workforce  
Development Center  
413 Thornburg Drive, Conover NC  
(828) 465-0371

Pumps, Pearls, and Portfolios (Welfare To Work), Inc.  
P.O. Box 557412  
Miami, FL 33255  
305-772-7001

Women of Tomorrow Mentor and Scholarship Program  
22 East Flagler Street, 6th Floor  
Miami, FL 33131  
305-371-3330

PFG will certify in writing that it has completed the actions outlined in this paragraph (b) by September 2, 2019.

**D. Training.**

By September 2, 2019, PFG will certify in writing to the OFCCP that it conducted training pursuant to the terms of this Agreement. Specifically, for the Reviewed Establishments, PFG will:

- a. Revised Selection Process

PFG will train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Selector position on its revised hiring process. 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 CFR 60-1.12(a) and Part 60-3.

b. Equal Employment Opportunity Obligations

PFG will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring.

c. Training Assessment

The training will include a formal assessment which ensures that managers who have completed the training understand and can implement the requirements to: (1) follow nondiscriminatory hiring practices; (2) consistently and fairly implement the new or revised written practices; and (3) properly document the results of their decisions and retain appropriate records.

E. Recordkeeping.

- a. Pursuant to 41 CFR 60-1.12, PFG will ensure its managers at the Reviewed Establishments will properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures. In addition, they will maintain all records setting forth or required by the revised policies and procedures including: underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.
- b. For its Miami, FL establishment, PFG must ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a) and Part 60-3. If adverse impact is identified in the total selection process, PFG will maintain information necessary to 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, PFG must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or use selection procedures that do not result in adverse impact.

#### **PART IV: REPORTING ON CORRECTIVE ACTION REQUIRED IN CA**

PFG will submit the documents and reports described below to Assistant District Director, Walker Plank at **Ex (7)(C)** r@dol.gov:

- A. PFG will submit a total of 2 progress reports pursuant to this Agreement. The first report will cover the 12 month period following the Effective Date of this Agreement. The second report shall be upon completion of all obligations outlined in Part III of this Agreement. All reports must be submitted within 30 calendar days after the close of that reporting period. PFG will submit the following in each progress report:
- 1) Documentation of monetary payments to all Eligible Applicants as specified in Part III. The documentation must include the names of Eligible Applicants who were paid, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. PFG will provide OFCCP with copies of all canceled checks upon request.
  - 2) The identity of each Eligible Applicant who received an offer and was hired under this Agreement within the applicable reporting period. This section of the report shall include the following: (i) the name of the Eligible Applicant; (ii) the date in which an offer was made; (iii) the date in which the Eligible Applicant began work; and (iv) the rate of pay provided to each hired individual.
  - 3) Copies of supporting documentation for individuals in attachment A, categorized/color coded as previously hired (purple) confirming hire date and start date.
- B. PFG 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.

## **PART V: ENHANCED COMPLIANCE AGREEMENT**

- A. PFG consents to the joinder of all companies, operating units, establishments and locations under Performance Food Group, Inc. as a party to this Agreement solely for the purposes of this Part V. For the purposes of this Part V, the PFG-related parties will be collectively referred to as the Performance Companies.
- B. The term of this Part V shall run for a period of five years from the Effective Date ("Five Year Period").
- C. To proactively facilitate compliance with Executive Order 11246, as amended, the Performance Companies will take the steps described below to enhance its compliance in the hiring of Job Group 7C (Selectors) at its facilities operating in the United States during the term of this Enhanced Compliance Agreement ("facilities"). The current facilities are identified on Attachment D. The parties understand that the facilities subject to this Part V of this Agreement may change as Performance Food Group acquires or divests facilities which employ individuals in Job Group 7C (Selectors). However, Performance Food Group agrees it will provide OFCCP with written notice of any such changes within thirty (30) days of the acquisition or sale. When Performance Food Group acquires a facility which employs Job Group 7C (Selectors), the new facility will be covered under the terms of this Part V for the duration of the Five Year Period, defined below. If a Performance Companies facility is divested to an unrelated third party, such facility will no longer be covered under this Part V as of the effective date of the sale.
- D. The Performance Companies has retained an expert in the field of affirmative action compliance ("Consultant") for the purpose of evaluating the policies and procedures related to the Job Group 7C (Selectors) hiring process.
- E. Twice a year, for the Five Year Period, the Consultant will complete a statistical analysis of Job Group 7C (Selector) hiring at each of Performance Companies' facilities. The Consultant will analyze that data for statistical indicators of discrimination based on gender and/or race.
- F. Where one or more statistical indicator exists, Consultant will evaluate the policies and procedures used to hire Job Group 7C (Selectors). Performance Companies shall work with the Consultant to investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. As necessary, the Consultant will conduct on-site visits to the Performance Companies facilities to ensure a comprehensive and thorough evaluation of hiring policies and procedures for Job Group 7C. The Consultant will make recommendations

and provide training as needed to ensure that no Performance Companies facility discriminates in its hiring of Job Group 7C (Selectors).

- G. Annually, for the Five Year Period, the Consultant will report to Performance Companies' senior managers the results of the prior year's analysis and steps taken to resolve any issues. The Consultant will seek the assistance of senior managers as necessary to address any issues that may have arisen.
- H. Annually, for the Five Year Period, employees involved in the hiring of Job Group 7C (Selectors) at each of Performance Companies' facilities shall be required to attend a training designed to address any issues identified in previous reviews and compliance with applicable laws/regulations.
- I. Annually, Performance Companies shall certify its compliance with the terms outlined in Part V in writing to the OFCCP. In consultation with the consultant, Performance Companies will provide annual monitoring reports to OFCCP for the Five-Year Period. These monitoring reports will indicate whether the revised hiring process for Job Group 7C has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process. Performance Companies is not required to provide the results of any specific adverse impact analysis to OFCCP for any of the facilities but may do so at its discretion.
- J. For the Five Year Period, OFCCP agrees not to conduct any compliance evaluations of any Performance Companies on Attachment D other than to investigate Complaints filed by applicants or employees under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, and VEVRAA.
- K. This Part V does not provide Performance Companies with any grant of immunity or protection from their requirement to comply with Executive Order 11246.
- L. This Part V shall be modified upon the written consent of the parties.
- M. This Part V is between OFCCP and Performance Food Group, Inc. and does not confer any rights or benefits to any other party other than any successor to, parent of, or subsidiary of Performance Food Group, Inc. In case of a disagreement over implementation of this Part V, the parties agree to negotiate the disagreement in good faith prior to any enforcement.

## **PART VI: MISCELLANEOUS PROVISIONS**

**TERMINATION DATE:** This Agreement will expire 90 days after the Five Year Period defined in Part V, above, unless OFCCP notifies PFG in writing before the expiration date that PFG has not satisfied its obligations pursuant to this Agreement. OFCCP and PFG will make a good faith effort to resolve any disagreements concerning the fulfillment of these requirements within 120 days.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between PFG and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither PFG 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.

### **ATTACHMENTS**

- A. List of Affected Applicants
- B. Notice Documents (Notice, Claim and Release Forms)

#### **B1: Lebanon, TN Facility**

- B(1)(A): Notice Document - Lebanon, TN
- B(1)(B): Claim Form - Lebanon, TN
- B(1)(C): Release Form - Lebanon, TN

#### **B2: Batesville, MS Facility**

- B(2)(A): Notice Document - Batesville, MS
- B(2)(B): Claim Form - Batesville, MS
- B(2)(C): Release Form - Batesville, MS

#### **B3: Hickory, NC**

- B(3)(A): Notice Form - Hickory, NC
- B(3)(B): Claim Form - Hickory, NC
- B(3)(C): Release Form - Hickory, NC

#### **B4: Florence, SC- Women Applicants**

- B(4)(A): Notice Form - Florence, SC (women applicants)
- B(4)(B): Claim Form - Florence, SC (women applicants)
- B(4)(C): Release Form - Florence, SC (women applicants)

**B5: Florence, SC- Black Applicants**

**B(5)(A): Notice Form – Florence, SC (black applicants)**

**B(5)(B): Claim Form – Florence, SC (black applicants)**

**B(5)(C): Release Form – Florence, SC (black applicants)**

- C. Notice and Financial Remedy Timeline**
- D. List of Facilities Covered by this Agreement**

**PART VII: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and PFG. The person signing this Conciliation Agreement on behalf of PFG is authorized to do so. PFG has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Conciliation Agreement is fully binding on PFG and OFCCP.

**Ex (6), Ex (7)(C)**

*A. Brent King, SVP, General Counsel and Secretary, Performance Food Group, Inc.*

DATE: 7/16/19

**Representatives from OFCCP**

**Ex (6), Ex (7)(C)**

Samuel B. Maiden  
Regional Director – Southeast  
Office of Federal Contract  
Compliance Programs

DATE: 7/23/2019

Attachment A- List of Affected Applicants

**Lebanon TN Facility – Affected Women Applicants**

1.	<b>Ex (7)(C)</b>
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10	
11	
12	
13	

**Batesville, MS– Affected Women Applicants**

1	<b>Ex (7)(C)</b>	27	<b>Ex (7)(C)</b>	53	<b>Ex (7)(C)</b>
2		28		54	
3		29		55	
4		30		56	
5		31		57	
6		32		58	
7		33		59	
8		34		60	
9		35		61	
10		36		62	
11		37		63	

12	Ex (7)(C)	38	Ex (7)(C)	64	Ex (7)(C)
13		39		65	
14		40		66	
15		41		67	
16		42		68	
17		43		69	
18		44			
19		45			
20		46			
21		47			
22		48			
23		49			
24		50			
25		51			
26		52			

**Hickory, NC facility– Affected Women Applicants**

#	Applicant No	Full Name	Application Date
1	Ex (7)(C)		04/06/2015
2			04/06/2015
3			01/13/2015
4			01/14/2015
5			02/22/2015
6			05/17/2016
7			11/18/2015
8			10/14/2015

9	<b>Ex (7)(C)</b>	01/14/2015
10		10/05/2015
11		04/01/2015
12		12/01/2015
13		11/12/2015
14		03/09/2015
15		08/11/2015
16		04/22/2016
17		06/02/2016
18		03/10/2016
19		06/15/2016
20		06/05/2016
21		04/01/2015
22		11/11/2015
23		12/14/2015
24		01/28/2015
25		09/04/2015
26		10/08/2015
27		11/03/2015
28		04/15/2015
29		05/03/2015
30		08/21/2015
31		01/08/2016
32		07/28/2015
33		05/09/2016
34		11/18/2015
35		06/10/2015
36		10/16/2015
37		02/13/2015
38		01/05/2015
39		01/28/2016
40		04/19/2015
41		04/29/2015
42		01/08/2016
43		04/28/2015
44		02/22/2015
45		03/04/2015

46	Ex (7)(C)	08/22/2015
47		02/18/2016
48		08/07/2015
49		07/13/2015
50		04/08/2015
51		10/27/2015
52		03/17/2015
53		01/13/2016
54		04/26/2015
55		01/28/2015
56		07/08/2015
57		06/19/2015
58		12/09/2015
59		01/09/2016
60		10/30/2015
61		05/13/2015
62		02/04/2015
63		04/07/2015
64		02/07/2015
65		02/20/2016
66		02/06/2015
67		09/28/2015
68		09/26/2015
69		04/16/2015
70		02/24/2016
71		08/07/2015
72		01/23/2016
73		11/21/2015
74		02/23/2015
75		03/10/2016
76		03/29/2016
77	05/10/2015	
78	01/14/2015	
79	11/29/2015	
80	09/19/2015	
81	08/13/2015	

82	<b>Ex (7)(C)</b>	05/08/2015
83		05/22/2015
84		05/20/2016
85		04/06/2015
86		04/07/2015
87		03/06/2015
88		05/20/2015
89		10/26/2015
90		10/26/2015
91		01/15/2016
92		01/11/2015
93		01/26/2016
94		08/13/2015
95		04/23/2015
96		03/13/2015
97		05/17/2016
98		01/27/2015
99		04/28/2015
100		10/12/2015
101		07/09/2015
102	09/29/2015	
103	01/19/2016	
104	05/14/2015	
105	02/25/2016	
106	01/07/2016	
107	03/17/2015	

**Florence, SC -- Affected Women Applicants**

#	Full Name	Application Date
1	<b>Ex (7)(C)</b>	11/16/2015
2		04/04/2016
3		05/14/2015
4		11/05/2015
5		03/27/2015
6		03/10/2015
7		11/12/2015
8		07/19/2015
9		08/04/2016
10		05/04/2015
11		03/27/2016
12		01/28/2016
13		11/03/2015
14		04/01/2016
15		05/07/2015
16		10/25/2015
17		01/28/2016
18		08/28/2015
19		01/28/2016
20		11/04/2015
21		03/10/2015
22		10/13/2016
23		11/04/2015
24		08/28/2015
25		10/28/2015
26		08/08/2016
27		04/06/2016
28		03/25/2016
29		11/11/2015
30		07/30/2015
31		05/15/2015
32		07/28/2015
33		03/16/2015
34		03/18/2015
35		03/25/2016
36		10/07/2016
37		04/04/2016

38	Ex (7)(C)	08/03/2015
39		05/27/2015
40		08/28/2015
41		07/23/2015
42		04/11/2016
43		11/10/2015
44		01/28/2016
45		07/04/2015
46		07/02/2015
47		07/03/2015
48		07/02/2015
49		11/18/2015
50		08/03/2015
51		10/26/2015
52		03/29/2015
53		08/27/2015
54		04/04/2016
55		10/25/2016
56		06/25/2015
57		04/14/2016
58	07/28/2015	
59	03/10/2015	
60	06/30/2015	
61	04/19/2016	
62	08/06/2016	
63	03/11/2015	
64	06/30/2015	
65	08/28/2015	
66	08/20/2015	
67	10/25/2016	
68	03/11/2015	
69	04/17/2015	
70	10/25/2016	
71	03/28/2015	
72	10/27/2015	
73	08/30/2015	
74	03/26/2015	
75	11/17/2015	
76	10/26/2016	
77	08/02/2015	
78	11/06/2015	
79	03/28/2016	
80	04/18/2016	

81	Ex (7)(C)	08/05/2016
82		03/23/2015
83		08/31/2015
84		04/18/2016
85		11/04/2015
86		03/28/2016
87		10/27/2016
88		11/05/2015
89		08/29/2016
90		05/30/2015
91		05/13/2015
92		03/14/2015
93		06/25/2015
94		11/09/2015
95		08/30/2016
96		11/05/2015
97		07/02/2015
98		06/04/2015
99		03/15/2015
100		05/27/2015
101		03/11/2015
102		04/06/2016
103		04/23/2015
104	06/25/2015	
105	08/30/2015	
106	06/25/2015	
107	08/29/2015	
108	08/03/2016	
109	07/15/2015	
110	04/09/2016	
111	04/06/2015	
112	09/01/2015	
113	08/03/2016	
114	10/31/2015	
115	11/15/2015	
116	01/31/2016	
117	11/11/2015	
118	10/25/2016	
119	05/29/2015	
120	01/31/2016	
121	03/12/2015	
122	04/08/2016	
123	01/28/2016	

124	Ex (7)(C)	03/31/2016
125		11/05/2015
126		03/09/2015
127		10/26/2016
128		07/26/2015
129		08/29/2016
130		04/07/2015
131		11/06/2015
132		07/08/2015
133		10/27/2015
134		06/02/2015
135		03/11/2015
136		10/15/2016
137		11/09/2015
138		08/20/2015
139		05/07/2015
140		06/25/2015
141		01/31/2016
142		05/03/2015
143		08/30/2016
144	04/18/2015	
145	05/01/2015	
146	10/25/2016	
147	05/27/2015	
148	11/05/2015	
149	08/30/2016	
150	08/01/2016	
151	04/05/2015	
152	11/06/2015	
153	11/06/2015	
154	06/30/2015	
155	11/05/2015	
156	06/25/2015	
157	07/11/2015	
158	08/06/2016	
159	07/18/2015	
160	10/29/2015	
161	03/26/2015	
162	08/28/2015	
163	03/23/2015	
164	08/29/2016	
165	04/12/2016	
166	11/11/2015	

167	Ex (7)(C)	04/11/2016
168		03/09/2015
169		08/29/2016
170		04/11/2016
171		11/05/2015
172		03/19/2015
173		04/02/2016
174		07/05/2015
175		04/06/2016
176		04/06/2016
177		03/26/2015
178		04/07/2016
179		08/30/2016
180		08/30/2016
181		04/01/2016
182		04/04/2015
183		07/10/2015
184		07/02/2015
185		07/14/2015
186		07/22/2015
187	07/09/2015	
188	04/07/2016	
189	11/06/2015	
190	05/03/2015	
191	04/19/2016	
192	11/10/2015	
193	03/19/2015	
194	10/26/2016	
195	08/08/2016	
196	03/12/2015	
197	07/08/2015	
198	08/05/2016	
199	11/05/2015	
200	11/06/2015	
201	04/25/2015	
202	07/08/2015	
203	03/10/2015	
204	11/04/2015	
205	03/13/2015	
206	03/12/2015	
207	03/27/2016	
208	02/01/2016	
209	03/10/2015	

210	Ex (7)(C)	07/17/2015
211		06/26/2015
212		06/08/2015
213		11/05/2015
214		03/09/2015
215		11/07/2015
216		08/06/2016
217		11/10/2015
218		04/07/2015
219		01/28/2016
220		08/04/2016
221		06/01/2015
222		06/25/2015
223		03/25/2015
224		03/29/2015
225		09/01/2015
226		07/14/2015
227		10/25/2016
228		08/28/2015
229		08/05/2016
230		11/14/2015
231		05/14/2015
232		08/05/2016
233		03/25/2015
234		03/10/2015
235		05/07/2015
236		05/08/2015
237		11/14/2015
238		06/26/2015
239		10/27/2016
240		11/02/2015
241		03/28/2016
242	03/10/2015	
243	11/11/2015	
244	11/17/2015	
245	04/07/2016	
246	10/30/2015	
247	11/09/2015	
248	03/10/2015	
249	10/30/2015	
250	08/07/2016	
251	03/27/2015	
252	05/31/2015	

253	Ex (7)(C)	03/13/2015
254		06/09/2015
255		03/09/2015
256		10/25/2016
257		06/25/2015
258		03/13/2015
259		07/31/2015
260		07/19/2015
261		08/06/2016
262		06/01/2015
263		03/11/2015
264		03/20/2015
265		11/05/2015
266		07/02/2015
267		10/23/2015
268		07/15/2015
269		03/23/2015
270		10/26/2015
271		11/09/2015
272		07/14/2015
273		08/29/2015
274		07/20/2015
275		08/01/2016
276		06/18/2015
277		06/18/2015
278		08/30/2016
279		03/10/2015
280		11/07/2015
281		08/04/2016
282	04/18/2016	
283	07/26/2015	
284	08/06/2016	
285	08/07/2016	
286	08/01/2016	
287	05/09/2015	
288	05/13/2015	
289	08/04/2016	
290	08/20/2015	
291	07/01/2015	
292	11/08/2015	
293	08/04/2016	
294	07/24/2015	
295	06/29/2015	

296	Ex (7)(C)	06/25/2015
297		07/05/2015
298		05/14/2015
299		05/20/2015
300		08/07/2016
301		04/04/2016
302		03/25/2015
303		11/02/2015
304		06/19/2015
305		03/26/2016
306		08/29/2015
307		05/13/2015
308		05/01/2015
309		11/07/2015
310		05/05/2015
311		05/07/2015
312		10/25/2016
313		03/10/2015
314		03/09/2015
315		07/24/2015
316		08/27/2015
317		08/29/2015
318		04/11/2016
319		01/31/2016
320		04/06/2016
321		08/27/2015
322		07/01/2015
323		07/09/2015
324		08/05/2016
325		06/27/2015
326		04/01/2016
327		11/05/2015
328		03/09/2015
329		04/18/2016
330		11/11/2015
331		03/09/2015
332		06/25/2015
333		05/17/2015
334	08/29/2016	
335	03/18/2015	
336	05/27/2015	
337	03/13/2015	
338	07/03/2015	

339	Ex (7)(C)	11/05/2015
340		04/12/2016
341		10/25/2016
342		10/25/2016
343		04/08/2015
344		11/09/2015
345		10/25/2016
346		08/06/2016
347		05/27/2015
348		04/17/2015
349		03/31/2015
350		04/18/2016
351		11/05/2015
352		04/16/2015
353		08/27/2015
354		11/08/2015
355		03/12/2015
356		03/12/2015
357		07/01/2015
358		04/30/2015
359		10/13/2016
360		04/19/2015
361		10/25/2016
362		03/25/2015
363		05/26/2015
364		11/06/2015
365		06/30/2015
366		07/30/2015
367		10/28/2015
368		08/05/2016
369		06/11/2015
370		11/04/2015
371		04/11/2015
372		10/25/2016
373		11/06/2015
374		04/09/2016
375		03/10/2015
376	03/30/2015	

**Florence, SC -- Affected Black Applicants**

#	Full Name	Application Date
1	<b>Ex (7)(C)</b>	06/24/2015
2		11/10/2015
3		03/21/2015
4		03/28/2016
5		07/16/2015
6		06/29/2015
7		05/15/2015
8		03/10/2015
9		08/07/2016
10		06/24/2015
11		04/13/2016
12		10/23/2015
13		08/29/2016
14		03/10/2015
15		03/10/2015
16		10/13/2016
17		08/31/2015
18		07/06/2015
19		07/06/2015
20		04/04/2015
21		03/16/2015
22		10/07/2016
23		08/03/2016
24		04/15/2016
25		05/10/2015
26		05/16/2015
27		05/03/2015
28		08/06/2016
29		03/09/2015
30		08/01/2016
31		04/10/2015
32		06/15/2015
33		07/23/2015

34	Ex (7)(C)	05/04/2015
35		08/08/2016
36		04/18/2016
37		04/18/2016
38		07/07/2015
39		05/07/2015
40		03/25/2015
41		04/08/2016
42		05/18/2015
43		10/06/2016
44		06/25/2015
45		06/30/2015
46		06/29/2015
47		11/05/2015
48		03/31/2015
49		11/10/2015
50		11/07/2015
51		07/23/2015
52		10/24/2016
53		04/10/2016
54		07/09/2015
55		03/18/2015
56		03/18/2015
57		06/28/2015
58		08/28/2015
59		03/25/2015
60		03/10/2015
61		08/31/2015
62		05/01/2015
63		08/01/2015
64	03/16/2015	
65	07/07/2015	
66	07/13/2015	
67	06/09/2015	
68	08/03/2015	
69	05/12/2015	

70	Ex (7)(C)	05/28/2015
71		04/08/2016
72		06/25/2015
73		06/29/2015
74		01/31/2016
75		11/16/2015
76		03/23/2015
77		05/04/2015
78		04/08/2015
79		04/23/2015
80		06/03/2015
81		06/01/2015
82		06/28/2015
83		03/29/2015
84		04/08/2016
85		08/28/2015
86		10/23/2015
87		04/27/2015
88		06/22/2015
89		11/01/2015
90		06/06/2015
91		04/22/2015
92		03/31/2015
93		07/11/2015
94		04/10/2016
95		04/14/2015
96	04/12/2016	
97	03/16/2015	
98	10/25/2016	
99	10/23/2015	
100	05/10/2015	
101	03/28/2016	
102	03/10/2015	
103	08/27/2015	
104	08/28/2015	
105	04/27/2015	

106	Ex (7)(C)	08/02/2016
107		06/25/2015
108		10/13/2016
109		04/06/2015
110		01/28/2016
111		04/23/2015
112		11/14/2015
113		04/12/2015
114		08/20/2015
115		04/19/2015
116		05/11/2015
117		03/25/2015
118		06/14/2015
119		06/28/2015
120		08/01/2016
121		08/07/2016
122		06/29/2015
123		08/03/2015
124		10/24/2016
125		07/02/2015
126		06/11/2015
127		04/09/2016
128		06/02/2015
129		03/18/2015
130		11/05/2015
131		04/19/2015
132		03/25/2015
133		05/02/2015
134		03/27/2016
135		05/05/2016
136		06/24/2015
137		05/16/2015
138		03/27/2016
139		04/01/2016
140		06/09/2015
141		03/14/2015

142	<b>Ex (7)(C)</b>	10/28/2015
143		03/09/2015
144		03/16/2015
145		10/25/2016
146		03/09/2015
147		11/13/2015
148		05/11/2015
149		04/18/2015
150		05/05/2015
151		03/10/2015
152		05/02/2015
153		05/27/2015
154		11/11/2015
155		11/10/2015
156		05/13/2015
157		10/16/2016
158		06/25/2015
159		05/07/2015
160		04/10/2016
161		03/10/2015
162		10/26/2015
163		11/10/2015
164		03/16/2015
165		08/04/2015
166		05/01/2015
167		06/23/2015
168		04/12/2016
169		04/06/2016
170	07/07/2015	
171	08/04/2016	
172	07/02/2015	
173	08/30/2016	
174	06/17/2015	
176	03/09/2015	
177	03/09/2015	
178	06/30/2015	

179	Ex (7)(C)	03/25/2016
180		06/25/2015
181		03/30/2015
182		07/07/2015
183		05/11/2015
184		08/05/2016
185		03/28/2016
186		08/31/2015
187		05/14/2015
188		08/29/2015
189		03/11/2015
190		05/03/2015
191		06/10/2015
192		03/17/2015
193		07/27/2015
194		07/26/2015
195		05/06/2015
196		11/08/2015
197		01/29/2016
198		05/10/2015
199		07/08/2015
200		03/14/2015
201		08/05/2016
202		08/28/2015
203		10/25/2016
204		11/17/2015
205		06/29/2015
206		06/11/2015
207	01/30/2016	
208	07/01/2015	
209	03/09/2015	
210	08/30/2015	
211	04/01/2016	
212	11/05/2015	
213	06/22/2015	
214	04/06/2016	

215	<b>Ex (7)(C)</b>	08/05/2016
216		08/04/2015
217		04/19/2016
218		05/20/2015
219		07/04/2015
220		07/20/2015
221		11/05/2015
222		10/13/2016
223		04/11/2016
224		05/11/2015
225		04/03/2016
226		04/11/2016
227		08/27/2015
228		05/13/2015
229		09/01/2015
230		06/25/2015
231		11/10/2015
232		03/22/2015
233		11/10/2015
234		07/17/2015
235		03/25/2015
236		03/14/2015
237		10/27/2015
238		11/06/2015
239		03/18/2015
240		07/18/2015
241		05/03/2015
242		05/04/2015
243		03/17/2015
244		06/29/2015
245	04/07/2016	
246	06/30/2015	
247	11/17/2015	
248	10/10/2016	
249	08/27/2015	
250	10/10/2016	

251	<b>Ex (7)(C)</b>	10/11/2016
252		07/02/2015
253		07/16/2015
254		03/19/2015
255		05/31/2015
256		11/06/2015
257		03/09/2015
258		03/17/2015
259		10/27/2015
260		04/04/2016
261		07/30/2015
262		03/17/2015
263		08/06/2016
264		08/20/2015
265		03/18/2015
266		03/26/2015
267		05/06/2015
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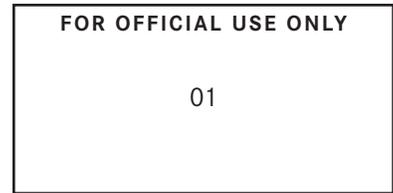
PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



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**INFORMATION VERIFICATION & EMPLOYMENT CLAIM FORM**

**CLAIM FORM**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money and/or a job offer), you must complete and return this Claim Form and the enclosed Release form.

**The forms must emailed or postmarked by: October 2, 2019**

The forms must be sent to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

OR

Via Email: [Info@PFGSettlement.com](mailto:Info@PFGSettlement.com)

If you do not submit a properly completed Claim Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the job being offered as a result of the settlement and establish that you meet the basic requirements for the job.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.





**Step 1:** Please confirm your contact information to process your payment (print legibly).

Full Legal Name: \_\_\_\_\_

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

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

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

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Home Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

Notify **Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)** [@dol.gov](mailto:Ex(7)(C)@dol.gov) if your address changes or if you have any questions about this form, the notice, or the settlement.

**Step 2:** Inform us if you are interested in a position:

\_\_\_ Yes, I am still interested in a Selector position with PFG.

\_\_\_ No, I am not currently interested in a position with PFG.

\_\_\_ I am currently employed by PFG.

If interested in a Selector position with PFG, please answer the following five questions. Failure to answer all five questions may disqualify you from receiving an offer.

1. Do you have a High School Diploma or Equivalent?  YES  NO

2. Are you able to stand, walk, reach, and lift repeatedly through shift?  YES  NO

3. Are you able to lift & stack product between 10-35 pounds and occasionally up to 80 pounds?  YES  NO

4. Are you able to work in multi-temperature environments (i.e. cooler, freezer, and dry?)  YES  NO

5. Are you able to work night shift?  YES  NO

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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



**RELEASE OF CLAIMS ACTIONABLE UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Performance Food Group, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for any claim that could have been brought under Executive Order 11246 in connection with its selection procedures for applicants for Selector positions. It also says that the Contractor 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 payment by the Contractor to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge PFG, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with PFG through the effective date of this Release, and I agree not to seek and/or accept any additional relief obtained through any action based on or involving my non-selection.

**II.**

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

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Claim Form, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

## NOTICE

**You may be eligible to receive benefits as a result of a legal settlement between Performance Food Group and the U.S. Department of Labor. READ THIS LETTER AND ATTACHMENTS CAREFULLY, and follow all of the instructions to make sure you receive all benefits explained in these documents.**

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Performance Food Group ("PFG") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

### ARE YOU AFFECTED?

Women who applied and were rejected for Selector positions with PFG at the establishment listed below are covered by this settlement:

PFG Facility	Application Period
<b>Lebanon, TN</b> 401 Maddox-Simpson Parkway Lebanon, Tennessee 37090	January 1, 2015 - December 31, 2015

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of PFG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that PFG discriminated against women in hiring for Selector positions during the timeframes described above. PFG does not agree with those claims. Ultimately, OFCCP and PFG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, PFG has agreed to pay money and make job offers to women who applied for Selector positions during the timeframes described above. By entering into this Conciliation Agreement, PFG has not admitted nor has there been any adjudicated finding that PFG violated any laws when you were not hired for the position for which you applied.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the relevant timeframes, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$5,128.07 (before taxes). This payment represents your share of back wages and other payments PFG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) PFG will be making job offers for Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a position, please express your interest on the enclosed Claim Form.
- (3) To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

**Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with PFG.**

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Claim Form ("Claim Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

OR

Via Email: [Info@PFGSettlement.com](mailto:Info@PFGSettlement.com)

**The forms must emailed or postmarked by: October 2, 2019**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

**HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact:

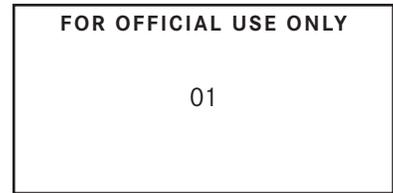
**Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)**@dol.gov.

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



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<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>



**INFORMATION VERIFICATION & EMPLOYMENT CLAIM FORM**

**CLAIM FORM**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money and/or a job offer), you must complete and return this Claim Form and the enclosed Release form.

**The forms must be mailed or postmarked by: October 2, 2019**

The forms must be sent to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**OR**

Via Email: [info@PFGSettlement.com](mailto:info@PFGSettlement.com).

If you do not submit a properly completed Claim Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the job being offered as a result of the settlement and establish that you meet the basic requirements for the job.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.





**Step 1:** Please confirm your contact information to process your payment (print legibly).

Full Legal Name: \_\_\_\_\_

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

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

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

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Home Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

Notify **Ex (7)(C), Ex (7)(E)**, Department of Labor, at **Ex (7)(C)** @dol.gov if your address changes or if you have any questions about this form, the notice, or the settlement.

**Step 2:** Inform us if you are interested in a position:

\_\_\_ Yes, I am still interested in a Selector position with PFG.

\_\_\_ No, I am not currently interested in a position with PFG.

\_\_\_ I am currently employed by PFG.

If interested in a Selector position with PFG, please answer the following five questions. Failure to answer all five questions may disqualify you from receiving an offer.

1. Do you have a High School Diploma or Equivalent?  YES  NO

2. Are you able to stand, walk, reach, and lift repeatedly through shift?  YES  NO

3. Are you able to lift & stack product between 10-35 pounds and occasionally up to 80 pounds?  YES  NO

4. Are you able to work in multi-temperature environments (i.e. cooler, freezer, and dry?)  YES  NO

5. Are you able to work night shift?  YES  NO

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_

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



**RELEASE OF CLAIMS ACTIONABLE UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Performance Food Group, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for any claim that could have been brought under Executive Order 11246 in connection with its selection procedures for applicants for Selector positions. It also says that the Contractor 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 payment by the Contractor to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge PFG, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with PFG through the effective date of this Release, and I agree not to seek and/or accept any additional relief obtained through any action based on or involving my non-selection.

**II.**

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

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Claim Form, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

## NOTICE

**You may be eligible to receive benefits as a result of a legal settlement between Performance Food Group and the U.S. Department of Labor. READ THIS LETTER AND ATTACHMENTS CAREFULLY, and follow all of the instructions to make sure you receive all benefits explained in these documents.**

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Performance Food Group ("PFG") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

### ARE YOU AFFECTED?

Women who applied and were rejected for Selector positions with PFG at the establishments listed below are covered by this settlement:

PFG Facility	Application Period
<b>Batesville, MS</b> 506 Highway 35 North Batesville, Mississippi 38606	May 13, 2013 - May 12, 2015

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of PFG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that PFG discriminated against women in hiring for Selector positions during the timeframes described above. PFG does not agree with those claims. Ultimately, OFCCP and PFG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, PFG has agreed to pay money and make job offers to women who applied for Selector positions during the timeframes described above. By entering into this Conciliation Agreement, PFG has not admitted, nor has there been any adjudicated finding, that PFG violated any laws when you were not hired for the position for which you applied.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the relevant timeframes, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$1,352.68 (before taxes). This payment represents your share of back wages and other payments PFG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) PFG will be making job offers for Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a position, please express your interest on the enclosed Claim Form.
- (3) To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

**Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with PFG.**

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Claim Form ("Claim Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

Via mail:

PFG Settlement #8258  
c/o Rust Consulting, Inc - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

OR

Via Email: [info@PFGSettlement.com](mailto:info@PFGSettlement.com).

**The forms must emailed or postmarked by: October 2, 2019**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

**HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact:

**Ex (7)(C), Ex (7)(E)**, Department of Labor, at **Ex (7)(C)**@dol.gov

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



UAA <<SequenceNo>>

<<Name 1>>  
<<Name 2>>  
<<Name 3>>  
<<Name 4>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

FOR OFFICIAL USE ONLY  
01

**INFORMATION VERIFICATION & EMPLOYMENT CLAIM FORM**

**CLAIM FORM**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

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To receive benefits (such as money and/or a job offer), you must complete and return this Claim Form and the enclosed Release form.

**The forms must be mailed or postmarked by: October 2, 2019**

The forms must be sent to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**OR**

Via Email: [Info@PFGSettlement.com](mailto:Info@PFGSettlement.com)

If you do not submit a properly completed Claim Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the job being offered as a result of the settlement and establish that you meet the basic requirements for the job.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.





**Step 1:** Please confirm your contact information to process your payment (print legibly).

Full Legal Name: \_\_\_\_\_

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

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

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

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Home Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

Notify **Ex (7)(C), Ex (7)(E)** Compliance Officer, at **Ex (7)(C)** @dol.gov if your address changes or if you have any questions about this form, the notice, or the settlement.

**Step 2:** Inform us if you are interested in a position:

\_\_\_ Yes, I am still interested in a Selector position with PFG.

\_\_\_ No, I am not currently interested in a position with PFG.

\_\_\_ I am currently employed by PFG.

1. Do you have a High School Diploma or Equivalent?  YES  NO

2. Are you able to stand, walk, reach, and lift repeatedly through shift?  YES  NO

3. Are you able to lift & stack product between 10-35 pounds and occasionally up to 80 pounds?  YES  NO

4. Are you able to work in multi-temperature environments (i.e. cooler, freezer, and dry?)  YES  NO

5. Are you able to work night shift?  YES  NO

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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



**RELEASE OF CLAIMS ACTIONABLE UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Performance Food Group, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for any claim that could have been brought under Executive Order 11246 in connection with its selection procedures for applicants for Selector positions. It also says that the Contractor 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 payment by the Contractor to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge PFG, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with PFG through the effective date of this Release, and I agree not to seek and/or accept any additional relief obtained through any action based on or involving my non-selection.

**II.**

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

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Claim Form, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

## NOTICE

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*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Performance Food Group ("PFG") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

### ARE YOU AFFECTED?

Women who applied and were rejected for Selector positions with PFG at the 543 12th Street Drive NW, Hickory, North Carolina 28601 between January 1, 2015, and June 30, 2016, are covered by this settlement.

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of PFG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that PFG discriminated against women in hiring for Selector positions during the timeframes described above. PFG does not agree with those claims. Ultimately, OFCCP and PFG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, PFG has agreed to pay money and make job offers to women who applied for Selector positions during the timeframes described above. By entering into this Conciliation Agreement, PFG has not admitted, nor has there been any adjudicated finding, that PFG violated any laws when you were not hired for the position for which you applied.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the relevant timeframes, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$1,371.57 (before taxes). This payment represents your share of back wages and other payments PFG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) PFG will be making job offers for Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a position, please express your interest on the enclosed Claim Form.
- (3) To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

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c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

OR

Via Email: [Info@PFGSettlement.com](mailto:Info@PFGSettlement.com)

**The forms must emailed or postmarked by: October 2, 2019**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

For more questions, you may contact **Ex (7)(C), Ex (7)(E)** Compliance Officer, U.S. Department of Labor, at

**Ex (7)(C)** @dol.gov.

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



UAA <<SequenceNo>>

<<Name 1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

FOR OFFICIAL USE ONLY  
01

**INFORMATION VERIFICATION & EMPLOYMENT CLAIM FORM**

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- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
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**Step 1:** Please confirm your contact information to process your payment (print legibly).

Full Legal Name: \_\_\_\_\_

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

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

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

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Home Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

Notify **Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)** @dol.gov if your address changes or if you have any questions about this form, the notice, or the settlement.

**Step 2:** Inform us if you are interested in a position:

\_\_\_ Yes, I am still interested in a Selector position with PFG.

\_\_\_ No, I am not currently interested in a position with PFG.

\_\_\_ I am currently employed by PFG.

If interested in a Selector position with PFG, please answer the following five questions. Failure to answer all five questions may disqualify you from receiving an offer.

1. Do you have a High School Diploma or Equivalent?  YES  NO

2. Are you able to stand, walk, reach, and lift repeatedly through shift?  YES  NO

3. Are you able to lift & stack product between 10-35 pounds and occasionally up to 80 pounds?  YES  NO

4. Are you able to work in multi-temperature environments (i.e. cooler, freezer, and dry?)  YES  NO

5. Are you able to work night shift?  YES  NO

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

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



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**I.**

I hereby waive, release and forever discharge PFG, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with PFG through the effective date of this Release, and I agree not to seek and/or accept any additional relief obtained through any action based on or involving my non-selection.

**II.**

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

**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 freewill to sign this Release.

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IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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### ARE YOU AFFECTED?

Women who applied and were rejected for Selector positions with PFG at the Florence, South Carolina establishment between January 13, 2015 and December 20, 2016 are covered by this settlement:

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of PFG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that PFG discriminated against women in hiring for Selector positions during the timeframes described above. PFG does not agree with those claims. Ultimately, OFCCP and PFG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, PFG has agreed to pay money and make job offers to women who applied for Selector positions during the timeframes described above. By entering into this Conciliation Agreement, PFG has not admitted, nor has there been any adjudicated finding, that PFG violated any laws when you were not hired for the position for which you applied.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the relevant timeframes, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$246.84 (before taxes). This payment represents your share of back wages and other payments PFG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) PFG will be making job offers for Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a position, please express your interest on the enclosed Claim Form.
- (3) To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

**Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with PFG.**

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Claim Form ("Claim Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

OR

Via Email: [Info@PFGSettlement.com](mailto:Info@PFGSettlement.com)

**The forms must emailed or postmarked by: October 2, 2019**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact:

**Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)**@dol.gov.

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



<<Name 1>>  
<<Name 2>>  
<<Name 3>>  
<<Name 4>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

FOR OFFICIAL USE ONLY  
01

**INFORMATION VERIFICATION & EMPLOYMENT CLAIM FORM**

**CLAIM FORM**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money and/or a job offer), you must complete and return this Claim Form and the enclosed Release form.

**The forms must be emailed or postmarked by: October 2, 2019**

The forms must be sent to:

Via mail:

PFG Settlement  
c/o Rust Consulting, Inc. - 6333  
PO Box 54  
Minneapolis, MN 55440-0054

**OR**

Via Email: [info@PFGSettlement.com](mailto:info@PFGSettlement.com)

If you do not submit a properly completed Claim Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the job being offered as a result of the settlement and establish that you meet the basic requirements for the job.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.





**Step 1:** Please confirm your contact information to process your payment (print legibly).

Full Legal Name: \_\_\_\_\_

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

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

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

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Home Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

Notify **Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)** @dol.gov if your address changes or if you have any questions about this form, the notice, or the settlement.

**Step 2:** Inform us if you are interested in a position:

\_\_\_ Yes, I am still interested in a Selector position with PFG.

\_\_\_ No, I am not currently interested in a position with PFG.

\_\_\_ I am currently employed by PFG.

If interested in a Selector position with PFG, please answer the following five questions. Failure to answer all five questions may disqualify you from receiving an offer.

1. Do you have a High School Diploma or Equivalent?  YES  NO

2. Are you able to stand, walk, reach, and lift repeatedly through shift?  YES  NO

3. Are you able to lift & stack product between 10-35 pounds and occasionally up to 80 pounds?  YES  NO

4. Are you able to work in multi-temperature environments (i.e. cooler, freezer, and dry?)  YES  NO

5. Are you able to work night shift?  YES  NO

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

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



**RELEASE OF CLAIMS ACTIONABLE UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Performance Food Group, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for any claim that could have been brought under Executive Order 11246 in connection with its selection procedures for applicants for Selector positions. It also says that the Contractor 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 payment by the Contractor to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge PFG, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with PFG through the effective date of this Release, and I agree not to seek and/or accept any additional relief obtained through any action based on or involving my non-selection.

**II.**

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

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Claim Form, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

## NOTICE

**You may be eligible to receive benefits as a result of a legal settlement between Performance Food Group and the U.S. Department of Labor. READ THIS LETTER AND ATTACHMENTS CAREFULLY, and follow all of the instructions to make sure you receive all benefits explained in these documents.**

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Performance Food Group ("PFG") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

### ARE YOU AFFECTED?

Black applicants who applied and were rejected for Selector positions at PFG's Florence, South Carolina establishment between January 13, 2015 and December 20, 2016 are covered by this settlement:

### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of PFG's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that PFG discriminated against black applicants in hiring for Selector positions during the timeframe described above. PFG does not agree with those claims. Ultimately, OFCCP and PFG have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, PFG has agreed to pay money and make job offers to black applicants who applied for Selector positions during the timeframe described above. By entering into this Conciliation Agreement, PFG has not admitted, nor has there been any adjudicated finding, that PFG violated any laws when you were not hired for the position for which you applied.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the relevant timeframe, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$253.74 (before taxes). This payment represents your share of back wages and other payments PFG is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) PFG will be making job offers for Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a position, please express your interest on the enclosed Claim Form.
- (3) To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

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To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Claim Form ("Claim Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

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**The forms must be emailed or postmarked by: October 2, 2019**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact:

**Ex (7)(C), Ex (7)(E)**, Compliance Officer, Department of Labor, at **Ex (7)(C)**@dol.gov

ATTACHMENT C: NOTICE & FINANCIAL REMEDY TIMELINE

Activity	Responsible Party(ies)	Deadline Date (enter agreed upon dates e.g. 12/10/18)
<ul style="list-style-type: none"> <li>Deposit funds into settlement account and notify OFCCP of settlement account deposit</li> </ul>	PFG	06/01/2019
<ul style="list-style-type: none"> <li>Provide PFG with latest contact information for Affected Applicants</li> </ul>	OFCCP	07/01/2019
<ul style="list-style-type: none"> <li>Initial Notice Documents Mailed to Affected Applicants (forms in Attachment C and postage paid return envelope)</li> </ul>	PFG	08/01/2019
<ul style="list-style-type: none"> <li>Notify OFCCP of documents returned as undeliverable</li> </ul>	PFG	08/15/2019 08/29/2019 09/12/2019 09/26/2019 10/09/2019
<ul style="list-style-type: none"> <li>Deadline for Initial Notice</li> </ul>	N/A	10/02/2019
<ul style="list-style-type: none"> <li>Provide OFCCP with a list of Affected Applicants who do not timely and fully respond to the Notices, and final list of those with undeliverable documents.</li> </ul>	PFG	10/09/2019
<ul style="list-style-type: none"> <li>Provide updated contact information for applicants with undeliverable documents</li> </ul>	OFCCP	10/23/2019
<ul style="list-style-type: none"> <li>Send Second Notice to updated addresses</li> </ul>	PFG	11/07/2019
<ul style="list-style-type: none"> <li>Deadline for Second Notice</li> </ul>	N/A	01/09/2020
<ul style="list-style-type: none"> <li>Provide list of all Affected Applicants who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to PFG</li> </ul>	PFG	02/10/2020
<ul style="list-style-type: none"> <li>Final List of Eligible Applicants Created</li> </ul>	PFG OFCCP	03/03/2020
<ul style="list-style-type: none"> <li>Distribute funds to Eligible Applicants</li> </ul>	PFG	04/02/2020

<ul style="list-style-type: none"> <li>Notify OFCCP of Returned, Undeliverable Checks</li> </ul>	PFG	06/18/2020
<ul style="list-style-type: none"> <li>Provide updated addresses for Eligible Applicants whom Checks were Returned as Undeliverable</li> </ul>	OFCCP	07/08/2020
<ul style="list-style-type: none"> <li>Re-mail checks to updated addresses</li> </ul>	PFG	08/22/2020
<ul style="list-style-type: none"> <li>Distribution of uncashed funds to all Eligible Applicants who cashed their first check</li> </ul>	PFG	01/30/2021

ATTACHMENT D  
 LIST OF ESTABLISHMENTS COVERED BY ENHANCED COMPLIANCE AGREEMENT  
 “PERFORMANCE COMPANIES”

<b>Establishment Name</b>
CDC California
CDC Florida
CDC IN Warehouse
CDC Maryland
CDC NJ
CDC SC Cust. Warehouse
CDC Tennessee
CDC Texas
Performance Arizona
Performance Batesville
Performance Caro
Performance Chicago
Performance Dallas
Performance Denver
Performance Ellenbee
Performance Florence
Performance Florida
Performance Hale
Performance Hickory
Performance Houston
Performance Ledyard
Performance Lester
Performance Little Rock
Performance Maryland
Performance Metro NY
Performance Miami
Performance Middendorf
Performance Milton's
Performance Minnesota
Performance Missouri
Performance New Jersey
Performance NorthCenter
Performance Northern CA
Performance Orlando
Performance Pacific NW
Performance Piscataway
Performance Powell

Performance Presto
Performance Somerset
Performance Southern CA
Performance Springfield
Performance Temple
Performance TPC Logistics
Performance Victoria
Performance Virginia
Specialty-Bar Harbor Seafood
Specialty-Larry Kline Meats
Vistar-Atlanta
Vistar-Carolina
Vistar-Houston
Vistar-Illinois
Vistar-Minnesota
Vistar-New England
Vistar-North TX
Vistar-Northern CA
Vistar-Northwest
Vistar-Ohio
Vistar-Phoenix
Vistar-Rocky Mtns