

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

AND

PACIFIC SEAFOOD
16797 SE 130th AVENUE
CLACKAMAS, OR 97015

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Pacific Seafood's facility located at 16797 SE 130th Avenue, Clackamas, OR 97015. OFCCP found that Pacific Seafood was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and their implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Pacific Seafood of the specific violations found and the corrective actions required in a Notice of Violation ("NOV") issued on February 4, 2015. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Pacific Seafood enter this contract ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Pacific Seafood's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Pacific Seafood violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Pacific Seafood agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Pacific Seafood will permit access to its premises during normal business hours for these purposes and will provide OFCCP with reports and documents requested.

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

- 3) If Pacific Seafood is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Pacific Seafood may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. Nothing herein is intended to relieve Pacific Seafood from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations, if applicable and only to the extent Pacific Seafood is covered under these regulations. In addition, this Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741 (2014) and the revised regulations implementing Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300 (2014).

PART III. ALLEGED VIOLATIONS AND REMEDIES

1. ALLEGED HIRING DISCRIMINATION

A. ALLEGED STATEMENT OF VIOLATION. OFCCP alleges that Pacific Seafood was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 and 41 C.F.R. 60-1.4(a)(1) during the period from May 1, 2011 through April 30, 2013 ("review period"). OFCCP's analysis of Pacific Seafood's hiring process and selection procedures revealed that during the review period, Pacific Seafood discriminated against White, Black, Asian, and Native American/Alaskan Native applicants for Job Group 8 - Laborer positions. OFCCP found that there was a statistically significant disparity in the hiring of Job Group 8 - Laborers based on race.

B. OFCCP'S SPECIFIC FINDINGS. OFCCP's analysis of the applicant and hiring data found that Pacific Seafood's selection process had an adverse impact on the hiring of White, Black, Asian, and Native American/Alaskan Native applicants for Job Group 8 - Laborer positions. Pacific Seafood hired (b) (7)(E) White applicants out of a pool of (b) (7)(E) White applicants; (b) (7)(E) Black applicants out of a pool of (b) (7)(E) Black applicants; (b) (7)(E) Asian applicants out of a pool of (b) (7)(E) Asian applicants; and (b) (7)(E) Native American/Alaskan Native applicants out of a pool of (b) (7)(E) Native American/Alaskan Native applicants. Pacific Seafood hired (b) (7)(E) Hispanic applicants out of a pool of (b) (7)(E) Hispanic applicants. The differences in selection rates are statistically significant at (b) (7)(E) and (b) (7)(E) standard deviations, respectively.

OFCCP alleges that Pacific Seafood did not utilize a consistent selection process and/or procedure in the screening, interviewing and selecting for Job Group 8 – Laborer positions. Based on information obtained from interviews and OFCCP’s comparison of the applicant information to the selection criteria and other information obtained in the investigation, OFCCP finds Hispanic applicants were selected for Job Group 8 -- Laborer job openings at a rate significantly greater than their White, Black, Asian, and Native American/Alaskan Native counterparts who were equally or more qualified for the position.

C. REMEDY FOR AFFECTED CLASS.

- 1) Notice. Within 60 calendar days of the effective date of this Agreement, Pacific Seafood must notify the applicants listed in Attachment A (the “Class Members”) of the terms of this Agreement by mailing them the following by certified mail, return receipt requested and regular mail: Notice to Affected Class (Attachment B “Notice”), Information Verification & Employment Interest Form (Attachment C “Claim Form”), and a postage paid return envelope. Pacific Seafood will notify OFCCP of all letters returned as undeliverable within five calendar days after the response deadline. In addition, within fifteen (15) calendar days after expiration of the response deadline set out in the Claim Form, Pacific Seafood will provide OFCCP with a list of individual Class Members who have not yet responded to the Notice and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Pacific Seafood within fifteen (15) days of receiving the list from Pacific Seafood. Pacific Seafood agrees to mail by certified mail, return receipt requested and regular mail a second Notice, Claim Form, and postage paid return envelope to all Class Members for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.
- 2) Eligibility. All Class Members (listed on Attachment A) who sign and return the Claim Form to Pacific Seafood within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Claim Form (“Eligible Class Members”) will receive a share of the monetary settlement, and if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Pacific Seafood within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Claim Form, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within ten (10) days after the response deadline set out in the Claim Form, Pacific Seafood will provide OFCCP with a list of the Eligible Class Members. Within fifteen (15) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Pacific

Seafood any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

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

- 3) Monetary Settlement. Pacific Seafood agrees to distribute \$ 82,174.92 (\$74,062.69 in back pay and \$8,112.23 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Class Members' share of FICA taxes), in equal shares among all Eligible Class Members who signed and returned a Verification, Release, IRS W-4, and IRS W-9 forms. Pacific Seafood will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Pacific Seafood will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) calendar days of Pacific Seafood's receipt of a check to an Eligible Class Member returned as undeliverable, Pacific Seafood will notify OFCCP of this fact via e-mail sent to Compliance Officer ^{(b) (7)(E), (b) (7)(C)} at ^{(b) (7)(E), (b) (7)(C)} @dol.gov. OFCCP will attempt to locate the Class Member. If OFCCP obtains an alternate address, Pacific Seafood will re-mail the check within fifteen (15) calendar days of receiving an alternate or corrected address. Any check that remains uncashed one hundred twenty (120) days after the initial date the check was mailed to the Class Member will be void. With respect to any uncashed funds, Pacific Seafood will make a second distribution to all Eligible Class Members who cashed their first check. The uncashed funds will be distributed in equal shares to the participating Eligible Class Members within thirty (30) days of the checks becoming void.

- 4) Employment. As Job Group 8 – Laborer positions become available, Pacific Seafood will give priority to laid off employees for recall over new hires to fill those positions. Pacific Seafood agrees that vacancies that are not filled pursuant to their recall or other rehire procedures will be offered to Eligible Class Members as identified in this Agreement who indicated an interest in employment on the returned Claim Form. Eligible Class Members will be considered in the order that Pacific Seafood receives their Claim Forms. If Pacific Seafood receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. The obligation to offer Job Group 8 – Laborer positions to Eligible Class Members will expire when either: 1) sixty-seven

(67) Eligible Class Members are hired; 2) there are no remaining Eligible Class Members eligible for a job opportunity under this Agreement; or 3) one year after the effective date of this Agreement, whichever occurs first.

As open Job Group 8- Laborer positions become available for Eligible Class Members, Pacific Seafood will attempt to contact Eligible Class Members who indicated an interest in employment on the returned Claim Form and remain eligible for a job opportunity under this Agreement via any e-mail addresses or telephone numbers provide by those Eligible Class Members on returned Claim Forms. Eligible Class Members will be allowed at least three (3) calendar days to notify Pacific Seafood by e-mail or telephone of their acceptance of an offer of employment and seven (7) calendar days to report for work after receiving the written job offer from Pacific Seafood or they will no longer be considered eligible for a job opportunity under this Agreement. Any Eligible Class Members hired into Job Group 8 – Laborer positions pursuant to this Agreement must be paid the current wage rate for Job Group 8 – Laborer positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Job Group 8 – Laborer employees.

D. NON-MONETARY REMEDIES. All of the terms of this section III.I.D. apply only if and to the extent Pacific Seafood is covered under Executive Order 11246, as amended, during the term of this Agreement. Otherwise, Pacific Seafood has no obligations under this section.

Pacific Seafood will ensure all applicants are afforded equal employment opportunities. Pacific Seafood agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of White, Black, Asian, and Native American/Alaskan Native applicants for Job Group 8 – Laborer positions. Pacific Seafood agrees to continue and/or to implement the corrective actions detailed below.

1) Revised Hiring Process

1) Eliminate Discriminatory Selection Procedures: Pacific Seafood agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Pacific Seafood will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. 3.4D, on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.

2) Review and Revisions Required: Within 60 days of becoming covered under Executive Order 11246 of the Effective Date of this Agreement, whichever is later, Pacific Seafood will revise, in writing, the practices, policies and procedures it uses to select applicants for

Job Group 8 – Laborer positions (hereinafter “Revised Hiring Process”). Specifically, Pacific Seafood will:

- i. create a job description and selection process for Job Group 8 – Laborers 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 Job Group 8 – Laborer positions that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
- iii. ensure all policies and qualification standards are uniformly applied to all applicants; and
- iv. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

3) Recordkeeping and Retention: Within 60 days of becoming covered under Executive Order 11246 or of the Effective Date of this Agreement, whichever is later, Pacific Seafood will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Pacific Seafood will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

4) Training: Within 60 days of becoming covered under Executive Order 11246 or of the Effective Date of this Agreement, whichever is later, Pacific Seafood will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Job Group 8 – Laborer positions on the 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 C.F.R. 60-1.12(a) and Part 60-3. Pacific Seafood will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that White, Black, Asian, and Native

American/Alaskan Native applicants, who benefit from the provisions of this agreement, are not retaliated against.

5) Monitoring: Pacific Seafood agrees to monitor selection rates at each step of its selection process for Job Group 8 – Laborer positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. 3.4D, on the hiring of applicants of a particular race or gender, Pacific Seafood will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. Pacific Seafood agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Job Group 8 – Laborer positions at the Clackamas, Oregon facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. RECORDKEEPING/ALLEGED ADVERSE IMPACT ANALYSIS VIOLATIONS

- A. ALLEGED STATEMENT OF VIOLATIONS. Pacific Seafood did not collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. 60-1.12(a) and Part 60-3.
- B. OFCCP'S SPECIFIC FINDINGS. Specifically, OFCCP alleges that during the review period,
- Pacific Seafood failed to maintain all application screening notes.
 - Pacific Seafood failed to maintain interview notes created in the selection process.
 - Pacific Seafood conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact, however, Pacific Seafood failed to evaluate the *individual* components of the selection process for adverse impact in accordance with the requirements of 41 C.F.R. 60-3.4C and 41 C.F.R. 60-3.6. This violation is for the time period 5/1/2011 – 4/30/2013. The time period for this violation is limited to the Affirmative Action Plan Year.
- C. REMEDY. The terms of this section III.I.C. apply only if and to the extent Pacific Seafood is covered under Executive Order 11246, as amended, during the term of this Agreement. Otherwise, Pacific Seafood has no obligations under this section.

Pacific Seafood will ensure its records are collected and maintained in accordance with the requirements of 41 C.F.R. 60-1.12(a) and Part 60-3. Pacific Seafood will maintain these records for two years from the date of receipt, or from the date of the record or personnel action involved, whichever occurs later. Pacific Seafood will conduct adverse impact analyses of its overall selection process and if adverse impact is identified in the overall selection process, Pacific Seafood will evaluate each individual

component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Pacific Seafood will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

PART IV. REPORTS REQUIRED

1. Pacific Seafood must submit the documents and reports described below to Quanda Evans, Assistant District Director, OFCCP Seattle District Office, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104.
 - A. Within the prescribed timeframes, Pacific Seafood must submit all documents and information referenced in Part III.1.C.1 through III.1.C.4. of this Agreement.
 - B. Pacific Seafood must submit progress reports in order for OFCCP to monitor compliance with this Agreement.

| Report | Due Date | Period Covered |
|---------------|-----------------|--|
| 1 | January 1, 2017 | Effective Date through November 30, 2016 |
| 2 | July 1, 2017 | December 1, 2016 to April 30, 2017 |

The first progress report shall contain the following:

Pursuant to Violation 1:

- a) Documentation of monetary payments to all Eligible Class Members as specified in Part III.1.C.3. This documentation must include the names of Eligible Class Members who received monetary payments, and, for each Eligible Class Member, the number, check amount, and check bank clearance date. Additionally, Pacific Seafood must provide OFCCP with two-sided copies of all canceled checks;

Pacific Seafood will comply with reporting requirements b, and c, listed below, as pursuant to Violation 1, only if and to the extent that it is a covered government contactor or subcontractor under Executive Order 11246, as amended, during the life of this Agreement; otherwise, Pacific Seafood shall have no obligations with respect to reporting requirements b and c:

- b) Documentation of its revised hiring process as described in Part III.1.D.1.b of this Agreement;
- c) Documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Job Group 8 – Laborer positions have

been trained on the Revised Hiring Process. This documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

Pursuant to Violation 2:

Pacific Seafood will comply with reporting requirements a ,b, and c, listed below, as pursuant to Violation 2, only if and to the extent that it is a covered government contactor or subcontractor under Executive Order 11246, as amended, during the life of this Agreement; otherwise, Pacific Seafood shall have no obligations with respect to reporting requirements a, b, and/or c:

- a) The total number of applicants and hires, the breakdown by race, gender and ethnic group of applicants and hires for Job Group 8 – Laborer positions during the reporting period, including all temporary, part time, and seasonal employees who were referred to and/or assigned to work at Pacific Seafood by a staffing firm or employment agency;
- b) For Job Group 8 – Laborer positions, the results of Pacific Seafood’s analysis as to whether its total selection process has adverse impact, as defined in 41C.F.R. 603.4D, on those members of groups set forth in 41 C.F.R. 60-3.4B (for purposes of the adverse impact analysis, Pacific Seafood must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis);
- c) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. 60-3.4D, the results of Pacific Seafood’s evaluation of the individual components of the selection process for adverse impact; and or the actions taken by Pacific Seafood upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III.2.

The second progress report shall contain the following:

Pursuant to Violation 1:

- a) Documentation of monetary payments to all Eligible Class Members as specified in Part III.1.C.3. This documentation must include the names of Eligible Class Members who received monetary payments, and, for each Eligible Class Member, the number, check amount, and check bank clearance date. Additionally, Pacific Seafood must provide OFCCP with two-sided copies of all canceled checks;
- b) Documentation of specific hiring activity of Eligible Class Members in accordance with this Agreement, including name, date of hire, job title, rate of pay and proof of retroactive seniority and benefits;
- c) For Eligible Class Members who were considered for employment but were not hired, Pacific Seafood will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);

d) For any Eligible Class Member who Pacific Seafood attempted to contact about a job opening but who failed to notify Pacific Seafood within three (3) calendar days by e-mail or telephone of their acceptance of the job offer or who failed to report to work within seven (7) calendar days after receiving the job offer, Pacific Seafood will provide documentation of the attempt to contact the Eligible Class Member. Such documentation may be in the form of copies of e-mails from Pacific Seafood to the Eligible Class Member or, for Eligible Class Members who did not provide an e-mail address to Pacific Seafood on a returned Claim Form, a log of the time and date of the phone call placed to the Eligible Class Member.

Pursuant to Violation 2:

Pacific Seafood will comply with reporting requirements a, b, and c, listed below, as pursuant to Violation 2, only if and to the extent that it is a covered government contactor or subcontractor under Executive Order 11246, as amended, during the life of this Agreement; otherwise, Pacific Seafood shall have no obligations with respect to reporting requirements a, b, and/or c:

- a) The total number of applicants and hires, the breakdown by race, gender and ethnic group of applicants and hires for Job Group 8 – Laborer positions during the reporting period, including all temporary, part time, and seasonal employees who were referred to and/or assigned to work at Pacific Seafood by a staffing firm or employment agency;
 - b) For Job Group 8 – Laborer positions, the results of Pacific Seafood’s analysis as to whether its total selection process has adverse impact, as defined in 41C.F.R. 60-3.4D, on those members of groups set forth in 41 C.F.R. 60-3.4B (for purposes of the adverse impact analysis, Pacific Seafood must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Pacific Seafood must combine the data for the current report with the data from the previous report to analyze at least a 12-month period (February 1, 2016 – January 31, 2017);
 - c) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. 60-3.4D, the results of Pacific Seafood’s evaluation of the individual components of the selection process for adverse impact; and or the actions taken by Pacific Seafood upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III.2.
2. Pacific Seafood 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 until OFCCP has provide written notification to Pacific Seafood all of its obligations under the Agreement have been fulfilled, whichever date occurs later (or “whichever time period is longer”).

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Pacific Seafood

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

DANIEL OCCHIPINTI
General Counsel
Pacific Seafood
16797 SE 130th Avenue
Clackamas, OR 97015

6/7/16
Date

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

Compliance Officer
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA

6/9/16
Date

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

QUANDA EVANS
Assistant District Director
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA

6/16/16
Date

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

JANE SUHR
Deputy Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region
San Francisco, CA

6/20/2016
Date

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

JANETTE WIPPER
Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region
San Francisco, CA

6/20/2016
Date

Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
|-----|---------------------|-----------|------------|------|
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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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| 154 | (b) (6), (b) (7)(C) | | | |
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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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Attachment A - Class Member List
Pacific Seafood (R00187074)

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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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Attachment A - Class Member List
Pacific Seafood (R00187074)

| No. | Application Date | Last Name | First Name | Race |
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Attachment B

You may be eligible to get money and/or a job because of a legal settlement between Pacific Seafood and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Pacific Seafood 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 a job with Pacific Seafood.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Pacific Seafood'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 found that Pacific Seafood's hiring decisions were based on discrimination.

Ultimately, OFCCP issued a Notice of Violation against Pacific Seafood on these claims. Although the company disagreed with OFCCP's findings, both sides 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 a lawsuit.

As a result, the company must pay money to the applicants who were affected during the time period of the audit.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Laborer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$94.67 (before taxes). This payment represents your share of back wages and other payments Pacific Seafood is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

Attachment B

(2) Pacific Seafood may be making job offers for Laborer 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 job, please express your interest on the enclosed form. If you express an interest in a job and are contacted by Pacific Seafood about an open position, you will have three (3) calendar days to notify Pacific Seafood of your acceptance of the position and seven (7) calendar days to report to work.

WHAT IS YOUR NEXT STEP?

You should read this notice carefully and any other information you received from the Department of Labor or the Settlement Administrator Brandie Hogg. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the enclosed Claim Form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign and return the enclosed Claim Form (by X DATE).

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

You must follow all of the instructions in this notice and return the document by the deadline of [X date] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (7)(E) at (206) 504- (b) (7)(C), (b) (7)(E) or by emailing her at (b) (7)(C), (b) (7)(E) @dol.gov.

Claim Form – Affected Applicants

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A LABORER POSITION**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a money payment from the settlement and a possible job offer.

To receive an award (such as money or a job offer), you must complete and return this Claim Form postmarked or hand-delivered on or before [DEADLINE ABOVE], to

*Brandie Hogg
Human Resources Director
Pacific Seafood
16797 SE 130th AVE
Clackamas, OR 97015*

If you do not submit a properly completed Claim Form on or before _____, 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 offer.

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

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

Please provide the following contact information to process your payment (print legibly).

NAME: _____

MAILING ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

Notify Brandie Hogg at Pacific Seafood at the contact information above if your address or phone number changes within the next twelve months.

Attachment C

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

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

Caucasian [] African American [] Hispanic [] Asian [] Native American []

Please indicate below whether you are currently interested in employment in a Laborer position with Pacific Seafood. If you express an interest in a job and are contacted by Pacific Seafood about an open position, you will have three (3) calendar days to notify Pacific Seafood of your acceptance of the position and seven (7) calendar days to report to work.

[] Yes, I am still interested in employment with Pacific Seafood for a Laborer position and the best way to contact me about a job opportunity is by e-mail at (please provide e-mail address): _____.

[] Yes, I am still interested in employment with Pacific Seafood for a Laborer position and the best way to contact me about a job opportunity is by telephone at (please provide daytime telephone number): _____.

[] No, I am not currently interested in employment with Pacific Seafood for a Laborer position

Sign and return this form to the address above.

I certify the above is true and correct.

Signature

Date