

# CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

REYNOLDS CONSUMER PRODUCTS, LLC

## **PART I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Reynolds Consumer Products LLC (Reynolds) establishment located at 2827 Hale Avenue, Louisville, Kentucky 40211, on September 5, 2008, and found that Reynolds was not in compliance with Executive Order 11246, as amended (E.O. 11246) and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Reynolds of the initial violation found and the corrective action required in a Notice of Violations (NOV) issued on May 2, 2013. 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 Reynolds enter into this contract (Conciliation Agreement or Agreement) and agree to all the terms stated below.

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

1. In exchange for Reynolds' fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violation described in Part III if Reynolds violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Reynolds 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. Reynolds will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Reynolds understands that nothing in this Agreement relieves Reynolds of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Reynolds promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate

against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and 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 Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Reynolds submits the final progress report required in Part IV, below, unless OFCCP notifies Reynolds in writing prior to the expiration date that Reynolds has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Reynolds has met all of its obligations under the Agreement.
10. If Reynolds violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Reynolds violated any term of the Agreement while it was in effect, OFCCP will send Reynolds a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Reynolds will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If Reynolds 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. Reynolds may be subject to the sanctions set forth in Section 209 of E.O. 11246 and other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Reynolds of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Reynolds violated any laws.
12. Nothing herein is intended to relieve Reynolds from the obligation to comply with the requirements of E. O. 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>), which became effective on March 24, 2014.

### **PART III: SPECIFIC VIOLATION**

**VIOLATION:** Personnel activity data provided by Reynolds for the period of March 1, 2007 through February 28, 2008, revealed that from a pool of (7) Black applicants for Production Worker positions, Reynolds hired only (7)(E) Blacks ((7) %) into Production Worker positions. During the same period, from a pool of (7) White applicants, Reynolds hired (7) Whites ((7) %) into Production Worker positions. This disproportionate hiring pattern is statistically significant at the level of (7)(E) standard deviations, with a shortfall of 7 Black hires into Production Worker positions. OFCCP thoroughly reviewed all the documents, data and information collected and did not find legitimate non-discriminatory reasons that fully justified these disparities.

OFCCP determined that Reynolds used a blanket policy to reject candidates based on their criminal history. The policy is a blanket exclusion without any individualized assessment of the nature and gravity of the crimes, the ages of the convictions, or the nature of the production worker position. Reynolds could not show that the policy is job related and consistent with business necessity. Reynolds could not produce a validity study for this test or any other evidence demonstrating its validity in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP). This is a violation of 41 CFR § 60-1.4(a)(1), 41 CFR § 60-3.3A and 41 CFR § 60-3.15A.

Accordingly, OFCCP finds that Reynolds discriminated against 74 Black applicants (Class Members) not hired into Production Worker positions because of their race, in violation of 41CFR 60-1.4(a)(1).

It is understood that the blanket policy to reject candidates based on criminal history without an individualized assessment was used only by the predecessor

employer at the plant and never by Reynolds. The policy was ended in 2008 when Reynolds acquired the plant.

**REMEDY:** Reynolds will:

- A. **Selection Procedures:** Reynolds agrees to ensure all stages of the selection process for Production Worker positions are in compliance with 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures. Because the blanket exclusion of anyone with a criminal record had an adverse impact on Black applicants, Reynolds agrees to be proactive in their outreach to avoid any chilling effect of the past policy. Reynolds will develop relationships with and contact at least the following agencies to solicit, on an ongoing basis, referrals of Black applicants for open positions in all job groups:

Prodigal Ministries  
PO Box 1484 Crestwood, Kentucky 40014  
Contact: Pat Blandford  
Telephone: 502-749-9194  
Email: patprodigal@bellsouth.net

Kentuckianaworks Power of Works  
332 West Broadway, Suite 1000 Louisville, KY 40202  
Contact: Kimberly Boyd-Lane, Program Manager  
Telephone: 502-574-4065  
Email: kimberlyboyd-lane@kentuckianaworks.org

If Reynolds uses any screening for criminal history they will look at the nature and seriousness of the crime or conduct; the time elapsed since the conduct occurred or any jail sentence was completed; and the nature and requirements of the job being sought.

Reynolds will a) follow the notification, monetary settlement and offers of employment provisions set forth in the sub-paragraphs of the Remedy to Violation 1 set forth below; b) prevent retaliation, harassment and any other form of reprisal or adverse actions against the Class Members based on or in relation to the terms of this Remedy; c) develop procedures to review, at least annually the selection process for the purpose of ensuring nondiscrimination and eliminate those policies or practices that led to the discrimination; e) ensure no blanket prohibitions on criminal history exist; f) ensure that any screening for criminal history is tailored to the position(s) at issue; g) allow OFCCP to review and approve any revisions to Reynolds' policy related to criminal background checks; h) within 60 days of the date the Regional Director signs this agreement, provide training on equal employment opportunity and usage of

a criminal background check as a selection procedure; and h) take action to ensure that this violation ceases and does not recur.

- B. **Location and Notification of Class Members:** Within 60 calendar days of the effective date of this Agreement, Reynolds will send to the last known address of each of the Class Members listed in Attachment A, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled “Notice to Affected Class” (Notice) (Attachment B) along with the two forms enclosed therewith, “Information Verification & Employment Interest Form” (Attachment C) and “Release of Claims Under Executive Order 11246” (the “Release”) (Attachment D) (the Notice, Address and Social Security Verification and Employment Interest Form, and Release are hereinafter referred to as the “Forms”). To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, Class Members must complete and return the Forms to Reynolds so that they are postmarked within forty-five (45) days of the date each Class Member received the Notice from Reynolds, as evidenced by the return receipt.

Within fifteen (15) days from the date that the time period for Class Members to respond to the Notice has expired, Reynolds will provide OFCCP, via electronic mail (e-mail), a list of the names of Class Members who did not return the Forms within the 45-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have 30 days from its receipt of such list to attempt to locate those class members and verify the current addresses for such Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Reynolds, via e-mail, a list of the names and current addresses of such Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, Reynolds contact will be Ms. Peggy Lough, Human Resources Manager, [Peggy.Lough@ReynoldsBrands.com](mailto:Peggy.Lough@ReynoldsBrands.com), with a copy to David Watson, Senior Counsel, [David.Watson@ReynoldsBrands.com](mailto:David.Watson@ReynoldsBrands.com), and OFCCP’s contact will be Compliance Officer (7)(C), (7)(E), (7)(C), (7)(E)@dol.gov. Within ten (10) days of receipt of OFCCP’s list, Reynolds will send to each Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms (“Second Mailing”). Each such Class Member will complete and return the Forms to Reynolds so that they are postmarked within forty-five (45) days of the date each Class Member received the Forms from Reynolds, as evidenced by the return receipt from the Second Mailing. Any Class Member who has not returned the signed Forms within the specific periods as shown above, will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

Within 15 days of the above date, Reynolds will provide OFCCP with the names of all individuals from the Class Member List who returned the fully-executed forms, within the timeframes set forth above. OFCCP will have 15 days from its receipt of same to approve the “Final List”, only the individuals on the Final List will receive

the monetary consideration and/or an offer of employment provided for in this Agreement.

- C. **Offers of Employment** As vacancies occur in the Production Worker Job Group positions, Reynolds will make job offers to all Class Members who have completed and timely returned the Forms, have expressed interest in employment, possess the qualifications for the open position(s), and have not been and are not then employed by Reynolds, until seven Black Production Workers are hired, the list of such Class Members are exhausted, or the termination of this Conciliation Agreement, whichever comes first. Until the list of Class Members is exhausted, the Black Class Members will have priority over all other candidates for hire into the Production Worker Job Group positions referenced above.

As vacancies occur in the Production Worker Job Group positions, such Class Members will be contacted by Reynolds via certified mail with a written job offer for full-time employment in the order in which Reynolds received their completed Forms or, if the Forms were received on the same day, in the order of their original application date. The written job offer shall include the job title and be no less than the current starting hourly wage.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date of the written conditional job offer. If the Class Member does not report to work on the day designated by Reynolds without providing Reynolds on or before that day notice of good cause for their absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, Reynolds may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- D. **Monetary Settlement**: The monetary settlement of \$86,000 represents back pay in the amount of \$73,600, interest in the amount of \$6,400 and \$6,000 in lieu of retroactive seniority. This monetary settlement less all legal deductions required by law, will be distributed equally among all class members who completely execute the Forms in accordance with this Agreement. Reynolds will provide appropriate Internal Revenue Service documentation (such as federal, state and/or local taxes and FICA) to the eligible class members relating to their share of the monetary settlement. Each class member will receive an IRS Form W-2 for their share of the back pay and benefits and an IRS Form 1099 for their share of the interest amount. Monetary relief is not contingent upon electing to apply for or accepting a job offer, but is contingent upon appearing on the Final List. The total settlement amount of \$86,000 will not be reduced even if some of the 74 class members cannot be located.

If, after the initial distribution of back wages, monies still remain, Reynolds will then have 45 days to equally distribute the remaining monies among each class member on the Final List.

**FUTURE CONDUCT:** Reynolds will not repeat the above violation.

**PART IV: REPORTING REQUIREMENTS**

Reynolds must submit the documents and reports described below to: U.S. Department of Labor, Office of Federal Contract Compliance Programs, Nashville Assistant Director SE Region, 1321 Murfreesboro Road, Suite 301, Nashville, Tennessee 37217.

- a. The first report will be due within 90 days from the effective date of this agreement and shall consist of the following:

Documentation that all Reynolds' personnel who are involved with Reynolds' hiring and selection processes have received training on all new and revised policies, procedures and programs on equal employment opportunity and the appropriate use of criminal background checks as a selection procedure. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training and the name and job title of each person who conducted the training.

Copy of any revised hiring and selection policies, procedures and/or programs used to evaluate and screen applicants with a criminal history.

- b. The second report is due within 250 days of the effective date of this agreement and shall consist of the following:

Documentation of monetary payments to all eligible class members as specified in the REMEDY section. Documentation shall include copies of all signed "Information Verification & Employment Interest Forms", "Release of claims Under Executive Order 11246". Documentation must include the names of eligible class members who were paid, and for each eligible class member the number and amount of the check and the date the check cleared the bank. Reynolds must provide OFCCP with copies of cancelled checks or other documentation of payment upon request; and

Documentation of all job offers and hires of Class Members into Production Worker Job Group positions. This evidence should include; a) a list of all Class members who timely returned the Forms, b) a list of all Class members who timely returned the Forms, annotated to indicate those offered a position and those hired, c) a list of rejected Class members including reasons for rejection, d) those offered a position but declined the offer or did not appear for work in accordance with the provisions of this agreement, e) date of hire or decline of position, rate of pay, date of termination, if any.

- c. The third and fourth reports shall cover each successive 12-month period after the Effective date of this Agreement, and shall be mailed 30 days after the close of that 12-month. Each of these reports shall contain the following:

Impact ratio analysis covering the 12-month period conducted by race for Production Worker Job Group positions. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Reynolds evaluation of the individual components of the selection process for adverse impact. Report on any corrective actions taken as a result of the evaluation;

Copy of the applicant flow log for Production Worker Job Group positions, covering 12 months from the effective date. The report will include, at a minimum the following factors; applicant name, race, gender, job applied for; date of application; hired or not hired; job group hired into; date of hire; and the reason not hired, where appropriate; and;

Documentation of all job offers Reynolds made to hire Eligible Class Members into Production Worker Job Group positions. This evidence must include a list of all Class Members who were offered a position annotated to indicate those hired and the reason for rejecting any Class Members;

Documentation of each of Reynolds' outreach and recruitment activities targeting applicants with criminal offenses, and its assessment of the effectiveness of each one. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for positions during the reporting periods who were referred to and/or assigned to work at Reynolds. Applicant flow log inclusive of the following on each applicant/referral: date applied, name, ethnic group, gender, job applied for, job group, referral/recruitment source, and disposition (if hired-hire date and position) (if not hired-reason for non-selection).

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Reynolds Consumer Products LLC. The person signing this Conciliation Agreement on behalf of Reynolds Consumer Products LLC personally warrants that he is fully authorized to do so, that Reynolds Consumer Products LLC has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Reynolds Consumer Products LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Reynolds Consumer Products LLC

(6), (7)(C)

SCOTT RUSS  
Plant Manager,  
Reynolds Consumer Products LLC  
2827 Hale Avenue  
Louisville, Kentucky 40211

DATE: 1-29-2016

(6), (7)(C)

JACQUELINE SINGH  
District Director  
Nashville District Office  
OFCCP-Southeast Region

DATE: 01/29/2016

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

Compliance Officer  
Louisville Area Office  
OFCCP-Southeast Region

DATE: 1/29/2016

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

Compliance Officer  
OFCCP-Southeast Region

DATE: 2/1/16

(6), (7)(C)

SAMUEL MAIDEN  
Regional Director  
OFCCP-Southeast Region

DATE: 2/9/2016

ATTACHMENT A

Last Name	First Name	Middle Name
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Last Name	First Name	Middle Name
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(6), (7)(C)

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and an opportunity for a job offer due to a legal settlement between Reynolds Consumer Products LLC 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 Reynolds Consumer Products LLC ("Reynolds") 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?**

Blacks who applied for employment in Production Worker Job Group positions with Reynolds at its Louisville, Kentucky establishment during the time period listed 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 an audit of Reynolds' hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Reynolds' hiring process and selection procedures revealed that, during the period of March 1, 2007 through February 28, 2008, a statistically significant disparity in the hiring of black applicants in Production Worker Job Group positions based on race, was found.

Ultimately, OFCCP issued a Notice of Violation against Reynolds on these claims. Although the company disagreed with our findings, we 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 Blacks who applied for Production Worker Job Group positions at this location during the dates above.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Production Worker Job Group position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,162.16 (before taxes).** This payment represents your share of back wages (plus interest) Reynolds is making to settle

the audit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Reynolds will be making job offers for Production Worker Job Group positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Production Worker Job Group position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Ms. Peggy Lough, Human Resources Manager for Reynolds. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving 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 and release form (date). There are instructions on the form about how to mail it in.

**The Claim Form must be received by (insert date).**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of (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 Ms. Peggy Lough, Human Resources Manager at 502-775-4347. You may also contact Compliance Officer (7)(C), (7)(E) at 615-781-5395.

## Claim Form – Affected Applicants

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**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 JOB OFFER FROM THE SETTLEMENT**

#### **DEADLINE TO RESPOND IS (date)**

If you complete this Claim Form, 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 an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

**Reynolds Packaging LLC  
2827 Hale Avenue Louisville, Kentucky 40211  
Attention: Ms. Peggy Lough, Human Resources Manager**

If you do not submit a properly completed Claim Form and Release Form on or before (date), 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.

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**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 jobs being offered as a result of the settlement.**

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

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:

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

**Please verify [or 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 us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.**

**Compliance Officer (7)(C), (7)(E)**  
**U.S. Department of Labor, Office of Federal Contract Compliance Programs**  
**Louisville Area Office**  
**600 Dr. Martin Luther King Jr. Place, Room 352**  
**Louisville, Kentucky 40202**  
**Email: (7)(C), (7)(E)@dol.gov**  
**Phone: (615) 781-5395**

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

- Yes, I am still interested in the Production Worker Job Group position with Reynolds Packaging LLC.
- No, I am not currently interested in the Production Worker Job Group position with Reynolds Packaging LLC.
- I am currently employed by with Reynolds Packaging LLC.

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

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D - RELEASE OF CLAIMS 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 Reynolds Consumer Products LLC (Reynolds) paying you money, you agree that you will not file any lawsuit against Reynolds for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Production Worker Job Group positions. It also says that Reynolds 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.

Blacks who applied for employment in Production Worker Job Group positions - In consideration of the payment of at least \$1,162.16 (less deductions required by law) by Reynolds to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Reynolds, 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 arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

**II.**

I understand that Reynolds denies that it treated me unlawfully or unfairly in any way and that Reynolds 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 Reynolds to me is not to be construed as an admission of any liability by Reynolds.

**III.**

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

I understand that if I do not sign this Release and return it to the contractor's Ms. Peggy Lough, Human Resources Manager, such that it is received by (date), 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: \_\_\_\_\_