

Conciliation Agreement
Between U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
BCI Coca-Cola Bottling Company of Los Angeles
10670 6th Street
Rancho Cucamonga, CA 91730

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (hereinafter "OFCCP") and BCI Coca-Cola Bottling Company of Los Angeles, located at 10670 6th Street, Rancho Cucamonga, CA 91730 (including Victorville) (hereinafter "BCI").
2. The violations identified in this Agreement were found during a compliance review of BCI, which began on November 28, 2007 and they were specified in a Notice of Violation issued on March 15, 2011 and a Show Cause Notice issued on April 5, 2012. OFCCP alleges that BCI has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by BCI of any violation of Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60.
4. The provisions of this Agreement will become part of BCI's Affirmative Action Program (hereinafter "AAP"). Subject to the performance by BCI of all promises and representations contained herein, and its AAP, all named violations in regard to the compliance of BCI with all OFCCP programs will be deemed resolved. However, BCI is advised that the commitments contained in this Agreement do not preclude future determinations of non-compliance based on a finding that the commitments are not sufficient to achieve compliance.
5. BCI agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to BCI's compliance. BCI shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve BCI from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or 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) and implementing regulations or any other equal employment statute or executive order or its implementing regulations.
7. BCI agrees that there will be no retaliation of any kind against any beneficiary of this Agreement, or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding under Executive Order

11246, as amended, and/or 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).

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Regional Director or designee, unless the Director for OFCCP indicates otherwise within 45 days of the Regional Director's signature on this Agreement.
9. If at any time in the future OFCCP believes that BCI has violated any portion of this Agreement during the term of this Agreement, BCI will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide BCI with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15 calendar day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that BCI has violated this Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject BCI to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. VIOLATION: BCI failed to maintain personnel and employment records in accordance with 41 CFR § 60-1.12(e). Specifically, BCI failed to preserve all employment applications, pre-screen questionnaires, candidate profiles, and candidate assessments for Merchandiser positions during the January 1, 2006 through December 31, 2007 review period.

BCI also failed to identify selection disparities based on gender for Merchandiser positions during the review period as required by 41 CFR 60-2.17(b)(d) and further evaluate the components of its selection process in accordance with 41 CFR § 60-3.4(C) and 60-3.15(A)(2).

REMEDY: BCI agrees to create and maintain all personnel and employment records in accordance with 41 CFR § 60-1.12, 60-3.4, and 60-3.15. Further, BCI agrees to evaluate its applicant flow and hires for Merchandiser positions to determine whether there are selection disparities as required by 41 CFR 60-2.17(b), and take corrective action where required under 60-2.17(c).

2. VIOLATION: During the period of January 1, 2006 through December 31, 2007, OFCCP alleges BCI failed to provide equal employment opportunity for female applicants in its selection

process for the Merchandiser positions based on the applicants' gender, in violation of 41 C.F.R. §§ 60-1.4(a)(1) and 60-20.3.

Based on the information provided by BCI, during its investigation OFCCP determined that the refined applicant flow data indicated that although (b) (7) out of (b) (7) applicants for Merchandiser positions were females, males were hired into (b) (7) of the (b) (7) Merchandiser positions filled during the review period. Based on this information, OFCCP determined that the overall selection rate for females as compared to males resulted in a disparity in rejection ratios with a standard deviation of (b) (7) and a shortfall of female hires of 61.

Based upon the foregoing and other evidence gathered during its investigation, OFCCP determined that BCI was in violation of 41 CFR §§ 60-1.4(a)(1) and 60-20.3(c).

REMEDY: BCI agrees to provide the following relief to identified Affected Applicants (hereinafter "AAs") as listed on Attachment A¹ to the Agreement:

- a) Location and Notification to AAs: Within 45 days after the effective date of this Agreement, BCI agrees to notify each AA of her rights under this Agreement by sending the following via first class mail: the Notification Form (Attachment B, "Notice"),² the Information Verification & Employment Interest Form (Attachment C, "Interest Form"),³ and the Release of Claims Under Executive Order 11246" (Attachment D, "Release").⁴ (The Notice, the Interest Form, and Release, are hereinafter referred to as the "Forms.") BCI will also include with the Forms instructions to complete an on-line employment application with BCI, and an envelope that has been pre-stamped and addressed for the return of the Forms. Within 30 days of receipt of the forms, AAs must return the completed Interest Form and Release, postmarked no later than 30 days after receipt of the notification letter, and if expressing an interest in pursuing employment, the AA must complete and submit an on-line application to BCI.

Within ten (10) business days after the above 30 day response period expires, BCI will notify OFCCP in writing of any AAs who have not responded. OFCCP will have 30 days from receipt of notice from BCI to locate additional contact information for those AAs who did not respond or verify original contact information, and to provide contact information in writing to BCI of those AAs. Within 10 days of receipt of OFCCP's list, BCI will notify those AAs at the updated contact information OFCCP provided and again provide each with the Forms, and instructions to complete an on-line employment application. BCI will have no further obligation under this Agreement to those AAs OFCCP is unable to locate. Each newly located AA will have 30 days after receipt of the notification letter to respond.

¹ See Attachment A: Affected Class Members.

² See Attachment B: Notice

³ See Attachment C: Interest Form

⁴ See Attachment D: Release

BCI will provide OFCCP with the final list of all AAs who were located and who returned the Interest Form and the Release within fifteen (15) days after the last response was due ("Final List"). OFCCP will approve the Final List and notify BCI of its approval or it will work with BCI to revise the Final List so that it can be approved by OFCCP. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any AA on the Final List.

The settlement amount will be equally distributed among the AAs on the Final List.

Monetary Settlement: Within ten calendar days of the effective date of this Agreement, BCI shall deposit \$300,000 (back pay of \$240,000 and interest of \$60,000) into an interest-bearing account at the prevailing interest rate. BCI will notify OFCCP within 5 calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the AAs who respond during the established time periods. BCI will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each AA an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the AAs either with the settlement checks or at the end of the year. BCI will disburse the monetary settlement within 15 calendar days of the date after OFCCP approves the Final List described in the Location and Notification of AAs portion of Subsection (a) of Violation 2.

Within 5 days of BCI's receipt of a check to an AA returned as undeliverable, BCI shall notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the AA and if OFCCP obtains an alternate address, BCI will remail the check within 7 days of receiving an alternative address from OFCCP. 60 days after issuance of the checks, BCI shall notify OFCCP of all checks that remain uncashed. Any check that remains uncashed within 120 days after the initial date the check was mailed to the AA shall be void. AAs will be notified that eligibility for any distribution of the monetary settlement funds under this Agreement shall be void if BCI and the OFCCP are unable to locate them, or if the AA fails to cash the settlement check within 120 days of original issuance of the check for any reason. BCI will be released of any and all liability to provide monetary settlement monies to any initially eligible AA whose check remains outstanding after the expiration of this 120 day period.

With respect to the void checks, within 135 days of the initial date the checks were mailed to the AAs, BCI shall make a second distribution of the amount of uncashed checks to all AAs who cashed their first check if the total amount of the uncashed checks would result in a payment of \$30.00 or more to each of the AAs who cashed their checks. If the total

amount of uncashed checks would result in a payment of less than \$30.00 to each AA who cashed their checks, BCI shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Employment Process described in paragraph (d) below.

Offers of Employment: Starting when the 30 day response period has expired for return of the Forms, BCI will extend *bona fide* job offers for the Merchandiser position to all located AAs, as opportunities arise, to AAs who have timely expressed an interest in the position with the completed Forms and employment application. All applications timely submitted by AA's will not be deemed to have expired by BCI until all obligations under this Agreement are met.

Due to the unusual facts and circumstances of this case, job offers may be made by alternating from AAs who completed the Forms and employment application and BCI's current non-AA applicant flow, so that at least every other person hired for the Merchandiser position at BCI is an AA, until the list of interested AAs is exhausted, 61 AAs have been hired, or 3 years have passed from the date this Agreement is signed.

As vacancies occur, BCI will contact eligible AAs by phone and/or email to determine their interest in accepting the available position(s). The available position(s) shall be offered to AAs in the order in which the Forms were returned to BCI, as evidenced by the postmarked date of the return envelope, or, if the Forms were postmarked on the same day, in the order in which their online applications were completed. The AA to whom BCI offers an available position shall have until 5 p.m. the following business day in which to respond, after which BCI may then move on and offer the available position to the next AA in order. If an AA responds to an email (or telephone message) left by BCI to offer an open position but the job has already been accepted by another AA, the AA will remain on the list and be eligible for additional openings unless the AA advises she is no longer interested.

Those who accept a job offer will be required to meet BCI's pre-established post offer criteria. The pre-established post offer criteria include: (a) motor vehicle record check to ensure that they own an operable vehicle and have a good driving record, (b) proof of automobile insurance, (c) post-offer drug test, (d) background check for felony conviction, and (e) proof of eligibility to work in the US. BCI will comply with OFCCP Directive 306 when considering felony convictions (<http://www.dol.gov/ofccp/regs/compliance/directives/dir306.htm>).

The report-to-work date shall be no earlier than fourteen (14) days after the date of the acceptance of the job offer, unless the AA agrees to an earlier report-to-work date after a discussion between the parties that includes the option to report-to-work up to fourteen days after the acceptance of the job offer. Should the AA fail the post-offer criteria, or fail to timely appear for post-offer tests or first day of work, or reject an offer of employment, BCI may withdraw its offer of employment and shall have no further employment obligation to the AA. BCI agrees to pay each AA hired pursuant to this Agreement the

prevailing entry-level wage rate for the Merchandiser position, provide on-the-job training, and offer standard Company benefits provided to other Merchandisers, except that (i) all AAs hired shall immediately commence accruing paid time off (for vacation, sick leave, and short-term disability leave) at the same rate as Merchandisers who have been employed by BCI for the past eight years, which accruals shall immediately vest for use and pay out, and (ii) seniority shall not be a factor considered in any reduction in force that could impact AAs. BCI agrees to make available to OFCCP records regarding job offers and hires made to AAs.

- b) Employment Process: Within 75 days from the effective date of this Agreement, BCI agrees to conduct a comprehensive evaluation of its hiring policies, procedures and practices, as well as the implementation, training and monitoring of those policies, procedures and practices relating to its hiring in the Merchandiser position to include the following:
1. Review its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended;
 2. Use objective qualifications and criteria in the application of the hiring personnel's subjective selection and/or rejection of applicants at each step of the hiring process, including the qualifications and criteria used in any applicant screen, interview, test, post-hire screen or other selection procedure;
 3. Ensure that all applicants are considered through a standardized process;
 4. Review its total employment process to determine whether and where impediments to equal employment opportunity exist;
 5. Continue performing disparity analyses, at least annually, to oversee and monitor its selection process and placement results;
 6. Create appropriate and consistent disciplinary policies, where necessary, to hold employees and managers accountable for failing to take appropriate action and/or for engaging in conduct prohibited under Executive Order 11246, as amended.
- c) Training: BCI agrees to provide training within 60 days of the effective date of this Agreement for its Rancho Cucamonga and Victorville, California facilities to all individuals involved in its Merchandiser hiring process (i.e., recruitment, screening, interviewing, selection, rejection and hiring). Training will also be provided annually to managers and hiring officials hired during the term of this Agreement. The training shall include, at a minimum, the following:
1. Instruction on the proper implementation of the recruitment and selection procedures;

2. Specified qualifications and criteria that will be used at each step in the hiring process;
3. Information regarding equal employment opportunity rights and responsibilities, including legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status;
4. Information regarding BCI's commitment to non-discriminatory hiring and affirmative action.

BCI agrees to undertake all efforts necessary to provide equal employment opportunity.

PART III: Reporting

For OFCCP to monitor compliance with this Agreement, BCI agrees to submit three progress reports to the U.S. Department of Labor, OFCCP, Orange Area Office, 770 The City Drive, Suite 5700, Orange, California 92868.

REPORT DUE DATE

REPORTING PERIOD

Report 1: January 20, 2015

Effective date of Agreement to December 15, 2015

Report 2: January 20, 2016

December 16, 2015 to December 15, 2016

Report 3: January 20, 2017

December 16, 2016 to December 15, 2017

BCI will include the following information in the reports, as noted below:

A. First Report:

1. A list of the mailing addresses for all AAs for whom notice was provided and what response BCI received (including any letters returned as non-deliverable);
2. Copies of completed Forms submitted by AAs to BCI;
3. Documentation supporting the back pay and interest disbursed to AAs (including documentation regarding any uncashed checks);
4. Documentation of the *bona fide* job offers made to date to female AAs for the Merchandiser position during the reporting period. Such documentation must include documentation of communications between BCI and the AA, including emails and documentation of telephone calls, regarding the offer, the name of each and every AA offered a job, the date of each job offer, the date each offer was accepted or rejected, the date of hire where applicable, the reason for any non-hire, and each AA's starting hourly rate;

5. The total number of applicants and hires for the Merchandiser position during the reporting period. A list showing the name, gender, date of application, disposition of each applicant, and where applicable, the date of hire. The disposition BCI reports will identify the step of the application process at which consideration ended;
6. The results of the disparity analysis for applicants and hires for the Merchandiser position for the AAP period corresponding to the reporting period;
7. Evidence that training pursuant to this Agreement was provided to BCI's management and that such training addressed compliance with Executive Order 11246, as amended, and its implementing regulations. This report should also include the date and location of training, the names and positions of the managers who attended training, names and positions of the trainers, and copies of any training materials disseminated to the employees.

B. Second Report:

1. Documentation of the *bona fide* job offers made to female AAs for the Merchandiser position during the reporting period. Such documentation must include documentation of communications between BCI and the AA, including emails and documentation of telephone calls, regarding the offer, the name of each and every AA offered a job, the date of each job offer, the date each offer was accepted or rejected, the date of hire where applicable, the reason for any non-hire, and each AA's starting hourly rate;
2. The total number of applicants and hires for the Merchandiser position during the reporting period. A list showing the name, gender, date of application, disposition of each applicant, and where applicable, the date of hire. The disposition BCI reports will identify the step of the application process at which consideration ended;
3. The results of the disparity analysis for applicants and hires for the Merchandiser position for the AAP period corresponding to the reporting period;
4. When the total selection process has a disparity as identified in item 3 above, the results of BCI's evaluation of the individual components of the selection process for adverse impact;
5. The actions taken by BCI, where action is appropriate, after determining that any component of the selection process has an adverse impact for females;
6. The qualifications BCI used for the Merchandiser position and the stage at which the company used the qualification(s) as a screening device.

C. Third Report:

1. Documentation of the *bona fide* job offers made to female AAs for the Merchandiser position during the reporting period. Such documentation must include documentation of communications between BCI and the AA, including emails and documentation of

telephone calls, regarding the offer, the name of each and every AA offered a job, the date of each job offer, the date each offer was accepted or rejected, the date of hire where applicable, the reason for any non-hire, and each AA's starting hourly rate;

2. The total number of applicants and hires for the Merchandiser position during the reporting period. A list showing the name, gender, date of application, disposition of each applicant, and where applicable, the date of hire. The disposition BCI reports will identify the step of the application process at which consideration ended;
3. The results of the disparity impact analysis for applicants and hires for the Merchandiser position for the AAP period corresponding to the reporting period;
4. When the total selection process has a disparity as identified in item 3 above, the results of BCI's evaluation of the individual components of the selection process for adverse impact;
5. The actions taken by BCI, where action is appropriate, after determining that any component of the selection process has an adverse impact for females;
6. The qualifications BCI used for the Merchandiser position and the stage at which the company used the qualification(s) as a screening device.

TERMINATION DATE:

This Agreement shall remain in effect until 60 days after receipt of the final progress report or until OFCCP's written acceptance of BCI's final Progress Report, whichever date is later.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the OFCCP and BCI.

6 & 7c

Timothy F. Heinen
Market Unit General Manager – San Diego Market Unit
BCI Coca-Cola Bottling Company
of Los Angeles, Rancho Cucamonga, CA

Date: 12/3/14

6 & 7c

Linda Spencer
V.P. and Sr. Managing Counsel
The Coca-Cola Company

Date: 12-3-14

6 & 7c

Melissa L. Speer
SWARM Regional Director,
Designee Pacific Region
OFCCP

Date: 12-8-2014

6 & 7c

Jane Suhr
District Director
OFCCP

Date: 12/8/2014

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

Hector M. Sanchez
Area Director
OFCCP

Date: 12/5/2014

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

Compliance Officer
OFCCP

Date: 12/5/14

U.S. Department of Labor

Office of the Solicitor
90 7th Street, Suite 3-700
San Francisco, California 94103



In reply, refer to:
Laura C. Bremer

December 23, 2014

Sent Via E-Mail

Jay Wang, Esq.
Fox, Wang & Morgan P.C.
160 West Santa Clara Street, Suite 700
San Jose, CA 95113

Re: *BCI Coca-Cola Bottling of Los Angeles*
OFCCPR00143547

Dear Jay:

This is the second letter agreement amending the Conciliation Agreement signed by the Office of Federal Contract Compliance Programs ("OFCCP") and BCI Coca-Cola Bottling Company of Los Angeles, located at 10670 6th Street, Rancho Cucamonga, California (including Victorville, California) ("BCI"), effective December 8, 2014. The parties discovered that Exhibit A did not accurately reflect the agreement of the parties. Accordingly, Exhibit A has been revised. The attached Amended Exhibit A will replace the Exhibit A originally attached to the Conciliation Agreement.

The undersigned agree that they have authority to sign this letter agreement, and that this letter agreement will become part of the Conciliation Agreement between OFCCP and BCI and the Amended Exhibit A will supersede the Exhibit A originally attached to the Conciliation Agreement.

Sincerely,

Janet M. Herold
Regional Solicitor

By:

6 & 7c

Laura C. Bremer
Trial Attorney
U.S. Department of Labor

Agreed:

December 23, 2014

6 & 7c

By:

Linda Spencer
V.P. and Sr. Managing Counsel
The Coca-Cola Company

6 & 7c

By:

Melissa L. Speer
Vice-President, Sales Operations
SWARM Regional Director,
Designee Pacific Region
OFCCP

Attachment A
AFFECTED CLASS MEMBERS

There are 593 Class Members - Females

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The remaining pages of Attachment A reflecting candidates 34 - 593 have been excluded in an effort to save space. If you would like these redacted pages please contact the OFCCP FOIA Office.

NOTIFICATION LETTER

[First Class Mail]
[Name]
[Street]
[City, State, Zip Code]

Dated: _____

Dear [Ms./Mr.] [Name]:

BCI Coca-Cola Bottling Company of Los Angeles (“BCI”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to address alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP identified during a compliance review of BCI’s Rancho Cucamonga and Victorville facilities. According to the OFCCP’s analysis of BCI’s hiring process and selection procedures, during the period of January 1, 2006 through December 31, 2007 (“review period”) female applicants were less likely to be hired than male applicants for the Merchandiser position. This resulted in a disparity in the hiring of Merchandisers based on gender. BCI has not admitted to any violation of E.O. 11246 and there has not been an adjudicated finding of any violation. OFCCP and BCI entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for the Merchandiser position during the review period, but was not hired.

As part of this Agreement, you are eligible to receive a money payment of at least \$500 less lawful payroll deductions. To be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and the Release of Claims under Executive Order 11246. To be entitled to participate in this settlement, you must complete and mail back these forms; the forms *must* be postmarked to the address below no later than 30 days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

TO BE DETERMINED

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

Under the terms of this Agreement it may take up to six (6) months from the date of this letter before you receive your distribution. In addition to the monetary payment, BCI will be making job offers for the Merchandiser position to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with BCI, please check the appropriate box on the enclosed Information Verification and Employment Interest Form and complete an on-line application as indicated in the information contained in that Form (even if you previously completed an on-line application).

You will not be contacted regarding a Merchandiser position unless you complete the on-line application for the Merchandiser position and note that you are applying for Requisition # [to be triggered when notices are mailed] at the Company’s website at www.enjoycareers.com no later than thirty (30) days of the date this Notice was postmarked. If you choose to reapply, you will be required to satisfy BCI’s standard post-offer requirements, including a drug screen, motor vehicle record check, and criminal background check. All individuals hired pursuant to this Agreement will begin accruing paid time off immediately, which will immediately be vested for use and pay out. If you have any questions you may call _____, at (____) ____-____, or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E)

Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BCI WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Millie Bennett
Director, Employment Practices
BCI Coca-Cola Bottling Company of Los Angeles - Rancho Cucamonga

cc: (b) (7)(C), (b) (7)(E), Compliance Officer, U.S. Department of Labor

Enclosures: Information Verification and Employment Interest Form
Release of Claims under Executive Order 11246

Attachment C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between BCI Coca-Cola Bottling Company of Los Angeles ("BCI) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify BCI Coca-Cola Bottling Company of Los Angeles at the address below if your address or phone number changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your GENDER: Male Female

Please indicate below whether you are currently interested in employment in a Merchandiser with BCI Coca-Cola Bottling Company of Los Angeles. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am still interested in employment with BCI Coca-Cola Bottling Company of Los Angeles as a Merchandiser.
 No, I am not currently interested in employment with BCI Coca-Cola Bottling Company of Los Angeles as a Merchandiser.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE YOU RECEIVED THIS NOTICE, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Rob Schoeller
Sales Center Manager
BCI Coca-Cola Bottling Company of Los Angeles
10670 6th Street
Rancho Cucamonga, CA 91730

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

Signature

Date

Attachment D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for BCI Coca-Cola Bottling Company of Los Angeles ("BCI") paying you money, you agree that you will not file any lawsuit against BCI for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Merchandiser positions. It also says that BCI does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$498__ (less deductions required by law) by BCI to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge BCI, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a Merchandiser on the basis of my gender at any time through the effective date of this Release.

II.

I understand that BCI denies that it treated me unlawfully or unfairly in any way and that BCI entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 28, 2007. I further agree that the payment of the aforesaid sum by BCI to me is not to be construed as an admission of any liability by BCI.

III.

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

IV.

I understand that if I do not sign this Release and return it to BCI WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from BCI Coca-Cola Bottling Company of Los Angeles.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

X

Signature