

4. At the time of OFCCP's compliance review, scheduled on or about January 30, 2009, Defendant maintained a wholesale distribution facility located at 111 Riverbend Boulevard, St. Rose, Louisiana 70087 ("facility").

5. Southern Glazer's Wine and Spirits, LLC, of which Defendant is a part, is a domestic business corporation with its headquarters located at 1600 NW 163rd Street, Miami, Florida 33169.

6. Defendant is a wholesale distributor of spirits, wine, and malt beverages.

7. At all times pertinent hereto, Defendant has been a Government contractor or subcontractor within the meaning of Executive Order 11246 and is now, and at all pertinent times has been, subject to the obligations imposed on Government contractors and subcontractors by Executive Order 11246 and the implementing regulations issued thereunder.

8. The regulations issued pursuant to Executive Order 11246 provide at 41 C.F.R. 60-1.40 and 41 C.F.R. 60-2.1 that each Government contractor with 50 or more employees and a contract of \$50,000 or more must develop and maintain a written affirmative action program for each of its establishments in accordance with requirements set forth in 41 C.F.R. Part 60-2.

9. At all times pertinent hereto, Defendant has had 50 or more employees.

10. At all times pertinent hereto, Defendant has had a Government contract or subcontract of \$50,000 or more.

11. Pursuant to Section 202 of Executive Order 11246 and 41 C.F.R. 60-1.4, Defendant agreed not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and agreed to take affirmative action to ensure that

applicants and employees are afforded employment opportunities without regard to their race, color, religion, sex, or national origin.¹

12. As a result of the compliance evaluation, OFCCP found that from at least January 1, 2008 to at least January 29, 2009, Defendant utilized a hiring process and selection procedures that discriminated against Black applicants for Warehouse Worker positions on the basis of their race.

13. As a result of the compliance evaluation, OFCCP found that from at least January 1, 2008 to at least January 29, 2009, Defendant failed to preserve complete and accurate records of Warehouse Worker applications as required by Section 202 of the Executive Order, 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-1.12(e).

14. As a result of the compliance evaluation, OFCCP found that from at least January 1, 2008 to at least January 29, 2009, Defendant failed to properly conduct adverse impact analyses and evaluate each individual component of the selection process in accordance with the requirements of 41 C.F.R. 60-2.17(b), 41 C.F.R. 60-3.4 and 41 C.F.R. 60-3.15A.

15. The acts and practices described in paragraphs 12-14 above violate Executive Order 11246 and the regulations promulgated thereunder, and therefore violate the Defendant's contractual obligations to the Federal Government.

16. All procedural requirements prior to the filing of this Complaint have been met. OFCCP issued to Defendant a notice to show cause why enforcement proceedings should not be initiated based upon OFCCP's finding of violations of Executive Order 11246 by Defendant and

¹ After OFCCP began its investigation of Defendant's St. Rose, Louisiana facility, Section 202 of Executive Order 11246 and 41 C.F.R. § 60-1.4 were amended to add sexual orientation and gender identity as protected categories. These amendments are not relevant to the issues in this case.

has attempted to secure voluntary compliance through means of conciliation and persuasion. Those efforts were unsuccessful.

WHEREFORE, Plaintiff prays for a recommended decision and order pursuant to 41 C.F.R. Part 60-30:

(a) Permanently enjoining Defendant, its successors, officers, agents, servants, employees, divisions, subsidiaries, and all persons in active concert or participation with it from failing to comply with the requirements of Executive Order 11246 and the rules and regulations issued pursuant thereto as alleged herein;

(b) Awarding complete relief to the affected class of applicants, including, but not limited to, back pay with interest, instatement of qualified Black applicants at the rate of pay the applicants would be earning had Defendant not discriminated, and all other benefits of employment lost as a result of Defendant's discriminatory hiring practices;

In the event Defendant fails to provide relief as ordered, pursuant to 41 C.F.R. 60-30.30, Plaintiff prays that Defendant be subject to the following:

- 1) An Order canceling all of Defendant's Government contracts and those of its officers, agents, successors, divisions and subsidiaries, and persons in active concert or participation with them, and declaring said persons and entities ineligible for the extension or modification of any such Government contracts; and
- 2) An Order debarring Defendant and its officers, agents, successors, divisions and subsidiaries, and persons in active concert or participation with them, from entering into future Government contracts until such time

as Defendant satisfies the Director of the Office of Federal Contract Compliance Programs that it has undertaken efforts to remedy its prior noncompliance and is currently in compliance with the provisions of the Executive Order and the regulations promulgated thereunder.

Plaintiff further prays for such other relief as justice may require.

Respectfully submitted,

M. PATRICIA SMITH
Solicitor of Labor

Beverly Dankowitz
Associate Solicitor


Consuela A. Pinto
Deputy Associate Solicitor

(b) (6), (b) (7) (c)

Kiesha N. Cockett
Attorney

DATED: 12/16/2016

Attorneys for Plaintiffs

U.S. Dept of Labor
Office of the Solicitor
200 Constitution Avenue, NW
Suite N-2474
Washington, D.C. 20210
202-693-

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Administrative Complaint was served by first class mail this 16th day of December, 2016 to:

Timothy H. Scott
Attorney at Law
Fisher & Phillips LLP
201 St. Charles Avenue
Suite 3710
New Orleans, LA 70170

Southern Glazer's Wine and Spirits of
Louisiana, LLC
c/o Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

(b) (6), (b) (7) (c)

Kiesha N. Cockett
Attorney

Decree constitutes a full and final resolution of this action and all issues arising from OFCCP's compliance review of Glazer's of Louisiana's facility located at 111 Riverbend Boulevard, St. Rose, Louisiana 70087.¹ Glazer's of Louisiana denies that it has violated any applicable law, rule, regulation, order, or contract of any kind on the part of Glazer's of Louisiana and fully acknowledges that through this settlement it is waiving its right to appeal or further defend this action.

I. Jurisdiction and Procedural History

1. The U.S. Department of Labor, Office of Administrative Law Judges, has jurisdiction in this matter pursuant to Sections 208 and 209 of Executive Order 11246 and the regulations issued thereunder at 41 C.F.R. part 60-1 and 41 C.F.R. part 60-30.
2. Defendant Glazer's of Louisiana is a wholesale distributor of spirits, wine, and malt beverages.
3. Glazer's of Louisiana, a subsidiary of Southern Glazer's Wine and Spirits, LLC, is located in St. Rose, Louisiana.
4. Glazer's of Louisiana has been a Government contractor or subcontractor within the meaning of Executive Order 11246 and is now, and at all relevant times has been, subject to the contractual obligations imposed on Government contractors and subcontractors by Executive Order 11246 and the implementing regulations issued thereunder.
5. OFCCP initiated a compliance review of Glazer's of Louisiana's facility located at 111 Riverbend Boulevard, St. Rose, Louisiana 70087, in January 2009.
6. OFCCP issued a Notice to Show Cause on June 4, 2014, stating that Glazer's Distributors of Louisiana (currently known as Glazer's of Louisiana) utilized a hiring process and

¹ Glazer's of Louisiana was known as Glazer's Distributors of Louisiana, Inc. at the time of OFCCP's compliance review in 2009.

selection procedures that discriminate against Black and female applicants for the Warehouse Worker Job Group, in violation of 41 C.F.R. § 60-1.4(a).² OFCCP also stated in the Notice to Show Cause that Glazer's of Louisiana failed to preserve complete and accurate employment records of Warehouse Worker Job Group applications as required by 41 C.F.R. § 60-1.12(a). Lastly, OFCCP stated that Glazer's of Louisiana failed to properly conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. §§ 60-2.17(b), 60-3.4, and 60-3.15A. Glazer's of Louisiana denies the allegations.

7. OFCCP has simultaneously filed an Administrative Complaint against Glazer's of Louisiana in this matter with the filing of this Consent Decree and Order.

II. General Provisions

8. This Consent Decree constitutes full and final settlement and resolution of all issues, actions, causes of action and claims arising, or that could have arisen, out of the Administrative Complaint filed herein. This Consent Decree shall be binding upon the parties as to all issues, actions, causes of action and claims within the scope of the Administrative Complaint which have been or could have been advanced by OFCCP. There will be no modifications or amendments to this Consent Decree unless they are in writing and signed by all parties.
9. Subject to the performance by Glazer's of Louisiana of all duties and obligations contained in this Consent Decree, all alleged deficiencies identified in the Administrative Complaint shall be deemed fully resolved.
10. Nothing herein is intended to relieve Glazer's of Louisiana from compliance with the requirements of Executive Order 11246 or its implementing regulations.

² Through further analysis after issuing the Show Cause Notice, OFCCP discovered that many of the female applicants were Black applicants. OFCCP has taken into account that there is overlap between the two applicant pools and has accounted for the overlap in Section III. B "Back pay/Interest" of this Consent Decree.

11. Glazer's of Louisiana's compliance with this Consent Decree shall constitute compliance with the Executive Order with respect to those issues that are within the scope of the Consent Decree.
12. Glazer's of Louisiana agrees that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance, or who files a complaint or participates in any manner, in any proceeding against Glazer's of Louisiana under Executive Order 11246.
13. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings, including, but not limited to, attorneys' fees which may be available under the Equal Access to Justice Act, as amended.
14. The Effective Date of this Consent Decree shall be the date on which this Decree is signed by the Administrative Law Judge.
15. In computing any time period specified in this Consent Decree, every calendar day shall be counted unless otherwise specified herein. Any time an action or deadline falls on a weekend or federal holiday, performance of the obligation shall be the next business day.

III. Specific Provisions

16. The parties desire to enter into a just and reasonable resolution of this matter without further proceedings. To that end, they have negotiated in good faith and have executed this Consent Decree with the following specific provisions:

A. Notice to Class Members

17. For purposes of this Consent Decree, the affected class members are 467 Black applicants who applied for Warehouse Worker positions during the period from January 1, 2008 to January 29, 2009 who were not hired ("Class Members"). OFCCP alleges that Glazer's

of Louisiana engaged in a pattern or practice of discrimination against Black applicants who applied for Warehouse Worker positions during the review period. The affected Class Members are identified on Attachment A, appended hereto.

18. Within fifteen (15) days of the Effective Date of this Consent Decree, OFCCP will forward to Glazer's of Louisiana, via email and first-class mail, the most current addresses it has for the Class Members.
19. Using the addresses provided by OFCCP, Glazer's of Louisiana shall notify the Class Members listed on Attachment A of the terms of this Consent Decree within forty-five (45) days of the Effective Date of this Consent Decree. Glazer's of Louisiana shall mail the Notice to Class Members (Attachment B, hereinafter "Notice") to inform the Class Members of the settlement, the Claim Form (Attachment C, hereinafter "Claim Form"), and a Release of Claims Under Executive Order 11246 (Attachment D, hereinafter "Release"). Glazer's of Louisiana shall mail attachments B, C, and D to the address of each Class Member by certified mail.
20. Each Class Member (or his or her legal representative in the event that he or she is deceased) shall be given forty-five (45) days from the postmark date of the Notice to respond by returning the completed Claim Form and the Release to Glazer's of Louisiana. Any response postmarked by the forty-fifth day following the postmark date of the Notice shall be considered to have been submitted within the 45-day period.
21. Those individuals who do not respond (including undeliverable mail and incorrect addresses) within forty-five (45) days after the date Glazer's of Louisiana mails the Notice to Class Members shall be listed by name, address, and Social Security number of record. This list shall be sent to OFCCP, New Orleans District Office within thirty (30)

days of the end of the 45-day period. OFCCP shall have thirty (30) days from receipt of the list to provide to Glazer's of Louisiana an updated list of addresses.

22. Within thirty (30) days of receiving the new addresses, Glazer's of Louisiana shall re-mail the Attachments to the identified individuals by regular mail. The individuals receiving the second mailing shall be given forty-five (45) days from the postmark date of the second Notice to respond by returning the completed Claim Form and the Release to Glazer's of Louisiana. Any response post-marked by the forty-fifth day following the postmark date of the second Notice shall be considered to have been submitted within the second 45-day period.
23. Within thirty (30) days from the end of the final 45-day period in response to the second mailing, Glazer's of Louisiana shall compile a list of all Class Members who have submitted completed Claim Forms and Releases in accordance with the instructions in either Notice. Said list shall constitute the "Final List." Within thirty (30) days from the end of the 45-day period in response to the second mailing, Glazer's of Louisiana shall submit to OFCCP the Final List and copies of all completed Claim Forms and Releases not previously submitted to OFCCP.
24. If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify Glazer's of Louisiana in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide Glazer's of Louisiana the reasons why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. In order to include any Class Member on the

Final List, who did not return the Claim Form and Release within the 45-day period, both parties must agree to that Class Member's inclusion on the Final List. Any additional Class Members who the parties agree should be included will be added to the Final List pursuant to this paragraph no later than twenty-five (25) days after OFCCP's receipt of the Final List pursuant to paragraph 23. Class Members included on the Final List shall be referred to hereafter as "Eligible Recipients."

25. Class Members who decline to sign the Claim Form or Release or who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Claim Form and Release but return them to Glazer's of Louisiana after the final 45-day period has expired shall not be entitled to any relief described herein. Class Members included on the Final List as Eligible Recipients shall share equally in the Settlement Fund described herein.

B. Back Pay/Interest

26. In settlement of all claims for back pay and interest to the affected class, Glazer's of Louisiana agrees to pay the amount of \$175,000. This amount shall be referred to hereafter as the "Settlement Fund." The monetary settlement is a negotiated amount.

27. Glazer's of Louisiana shall establish a federally-insured interest bearing account at the prevailing interest rate, within twenty-five (25) days of the Effective Date of this Consent Decree for purposes of complying with this Consent Decree. Glazer's of Louisiana shall notify OFCCP within fifteen (15) days of the inception of the account that this action is complete. Glazer's of Louisiana shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and

obtain account information directly from the financial institution at which the Settlement Fund account is located.

28. The interest that accrues on the total Settlement Fund, from the Effective Date of the Decree to the date on which funds are withdrawn to make payments to Class Members who are identified as Eligible Recipients on the Final List, will inure to the benefit of those Class Members. The interest earned on the Settlement Fund following the Effective Date of this Decree shall be distributed to those Class Members.
29. Glazer's of Louisiana shall distribute the Settlement Fund plus interest that accrues on the interest bearing account, equally among the Eligible Recipients. This monetary relief is not contingent upon an Eligible Recipient accepting any job offer. Within thirty (30) days of determining the Eligible Recipients described in paragraph 24, Glazer's of Louisiana shall mail a check, by certified mail, to each Eligible Recipient, representing each such person's pro rata share of the total amount in the Settlement Fund, as defined in paragraph 26.
30. The entire settlement amount of \$175,000 constitutes back pay. Accordingly, Glazer's of Louisiana shall make all legal deductions required by law (i.e., normal federal, state and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of social security. Glazer's of Louisiana shall provide a Form W-2 to each Eligible Recipient.
31. Within fourteen (14) days of Glazer's of Louisiana's receipt of a check to an Eligible Recipient returned as undeliverable, Glazer's of Louisiana shall notify OFCCP of this fact via email. OFCCP shall attempt to locate the Eligible Recipient within fourteen (14) days and if OFCCP obtains an alternate address, Glazer's of Louisiana shall re-mail the

check, by certified mail, within fourteen (14) days of receiving an alternate address from OFCCP. Any check that remains uncashed sixty (60) days after the second date the check was mailed to the Eligible Recipient shall be void.

32. With respect to the uncashed funds, if the amount of the uncashed funds would result in a payment of \$30 or more to each of the located Eligible Recipients, Glazer's of Louisiana shall provide to OFCCP a second distribution of checks for the Eligible Recipients who cashed their first check. OFCCP shall make a second mailing to those Eligible Recipients. Any check that remains uncashed sixty (60) days after the mailing date of the uncashed funds to Eligible Recipients will be void. If the total amount of the uncashed funds would result in a payment of less than \$30 to each Eligible Recipient, Glazer's of Louisiana shall use those uncashed funds to provide training in equal employment opportunity to its personnel.

33. Seventy-five (75) days following the 60-day period allowed for Class Members to cash checks, including the distribution of the uncashed funds, the Settlement Fund shall be closed. Any balance remaining in the fund shall revert to Glazer's of Louisiana to be used in accordance with paragraph 32.

34. OFCCP or Glazer's of Louisiana may petition the Administrative Law Judge to extend any of the above time periods for no more than thirty (30) days in order to permit a Class Member to receive a share of the Settlement Fund, where the interest of justice would be served by such extension and for good cause.

C. Employment Opportunities

35. Glazer's of Louisiana agrees to offer Warehouse Worker positions to those Eligible Recipients referenced in paragraph 24 at the current hourly rate of pay until 13 Class

Members (5 females and 8 males, except as provided in subparagraph (b) below) accept the positions or the lists referenced in subparagraph (a) are exhausted.

- a. Glazer's of Louisiana shall establish two priority employment lists for the Black Class Members – one for females and one for males. The priority lists shall be based upon the date of receipt of the applicable attachments by Glazer's of Louisiana. If more than one set of attachments are received on the same date, the attachments for that day shall also be ranked by date of the first original application with Glazer's of Louisiana. The priority lists shall be completed within twenty-one (21) calendar days after receipt of the last timely Claim Form by Glazer's of Louisiana.
- b. Glazer's of Louisiana shall alternate between the two lists and extend job offers until 5 females and 8 males from the lists have been hired or until the lists are exhausted. If one list is exhausted before all job offers are made, Glazer's of Louisiana will revert to the remaining list and continue to make job offers until thirteen (13) offers have been made and accepted by the Eligible Recipients, or the lists referenced in subparagraph (a) are exhausted. Glazer's of Louisiana shall submit to OFCCP the reasons for rejection of any person from the lists, which shall be limited to the nondiscriminatory post-offer qualifications that Glazer's of Louisiana required during the period of January 1, 2008 through January 29, 2009.
- c. Glazer's of Louisiana shall send the letter containing the written job offer by certified mail and also send a copy via regular first-class mail. The letter containing the job offer shall instruct the class member to respond, orally or in

writing, to the offer within ten (10) days after receipt of the offer, or within fifteen (15) days after mailing if the certified letter is returned unclaimed, or the offer will be withdrawn by Glazer's of Louisiana. Glazer's of Louisiana shall simultaneously mail to OFCCP a copy of the job offers made in accordance with this Consent Decree. All offers should be extended within eighteen (18) months of the Effective Date of this Consent Decree.

- d. For purposes of determining eligibility for leave benefits, Glazer's of Louisiana will deem the service date of each Class Member hired under this Decree as January 29, 2009. This service date does not apply to other benefit plans including, but not limited to, health insurance and retirement plans.

D. Other Agreements

36. Glazer's of Louisiana shall ensure that all applications and other employment records related to hiring for Warehouse Worker positions are maintained in accordance with the requirements of 41 C.F.R. parts 60-1 and 60-3, for as long as it remains a federal government contractor subject to those provisions.
37. Glazer's of Louisiana shall conduct adverse impact analyses and evaluate each individual component of the selection process for Warehouse Worker positions in accordance with the requirements of 41 C.F.R. § 60-2.17(b), 41 C.F.R. § 60-3.4 and 41 C.F.R. § 60-3.15A.
38. Glazer's of Louisiana agrees to prepare and submit follow-up Consent Decree Progress Reports semi-annually for a period of two (2) years. These reports shall be submitted to Rachel M. Woods, District Director, OFCCP New Orleans District Office, 600 S. Maestri Pl, Room 805, New Orleans, LA 70130 or by email to (b) (6), (b) (7) (C)@dol.gov, covering

the following periods: January 1, 2017 to June 30, 2017; July 1, 2017 to December 31, 2017; January 1, 2018 to June 30, 2018; and July 1, 2018 to December 31, 2018. These reports will be due on the following dates: July 15, 2017; January 15, 2018; July 15, 2018; January 15, 2019. These reports shall consist of the following:

(A) The names of all class hires stating the job title, rate of pay, starting date, and benefits credited to that Eligible Recipient.

(B) The names of all Eligible Recipients who refused a bona fide offer, along with documentation showing the date of the offer and the date of the Eligible Recipient's refusal of such offer.

(C) For each Eligible Recipient who received and accepted a job offer but was not selected, the reasons for the non-selection and all documentation relating to that non-selection.

(D) A list of Eligible Recipients terminated during the life of this Consent Decree and Order and the reasons for the termination.

(E) Documentation of monetary payment provided to each Eligible Recipient pursuant to the terms of this Consent Decree, including a list of Eligible Recipients, the check number, the dollar amount of the check, the date of the check and the date the check was cashed. OFCCP reserves the right to request copies of cancelled checks disbursed by Glazer's of Louisiana to Eligible Recipients, or other equivalent documentation verifying that Class Members were paid.

(F) The total number of applicants and hires for the Warehouse Worker position during the reporting period with a breakdown by race, ethnicity, and sex and a

listing of: (i) date of application, (ii) whether the applicant was hired or not hired, (iii) the reason(s) for not hiring each applicant not hired, and (iv) starting pay if hired.

(G) All documentation required to be provided by paragraph 35(b) of this Consent Decree.

(H) Documentation related to the equal employment opportunity training to be provided in accordance with the uncashed funds referenced in paragraph 32. Such documentation shall include an agenda identifying the date and general content of the training as well as the groups of employees trained.

IV. Implementation and Enforcement of the Decree

39. This Consent Decree shall constitute the final administrative order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Secretary of Labor.

40. The entire record upon which this Consent Decree is based shall consist solely of the Administrative Complaint, this Consent Decree, and the attachments hereto.

41. The parties hereby waive any further procedural steps provided in 41 C.F.R. part 60-30 for a final administrative order.

42. The parties waive any right to challenge or contest the validity of the provisions of this Consent Decree.

43. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.

44. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Consent Decree in accordance with its terms. The Office of Administrative Law Judges shall retain jurisdiction of this case

for a period of two and one-half (2 1/2) years following the Effective Date of the Consent Decree, or until thirty (30) days after Glazer's of Louisiana and its facility satisfy their obligations described herein, whichever is later.

45. Glazer's of Louisiana agrees that OFCCP may review compliance with this Consent Decree and that Glazer's of Louisiana will provide OFCCP with all documents reasonably related to such a review. Glazer's of Louisiana also agrees to allow OFCCP to come on site during normal business hours as necessary to review compliance with this Consent Decree.
46. If at any time during the term of this Consent Decree, OFCCP believes that Glazer's of Louisiana has violated any portion of this Consent Decree, Glazer's of Louisiana will be promptly notified in writing. This notification will include a statement of the facts and circumstances relied upon by OFCCP in forming that belief. Glazer's of Louisiana will have thirty (30) days in which to respond in writing to the allegations of violation, except in those circumstances where OFCCP alleges that such a delay would result in irreparable injury.
47. Enforcement proceedings for violation of this Consent Decree may be initiated at any time after the thirty (30) day period has elapsed (or sooner if irreparable injury is alleged), upon filing with the Office of Administrative Law Judges of a motion for an order of enforcement and/or sanctions. The Administrative Law Judge may, if he or she deems it appropriate, schedule an evidentiary hearing on the motion. The issues in a hearing on the motion shall relate solely to the issues of the factual and legal claims made in the motion.

48. Liability for violation of this Consent Decree may subject Glazer's of Louisiana and its successors, assigns, divisions, or subsidiaries to the sanctions set forth in the Executive Order and its implementing regulations and other appropriate relief.

49. If a motion for an order of enforcement or clarification is unopposed by Plaintiff or Defendant, as appropriate, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response within twenty (20) days of service of such motion.

WHEREFORE, the parties move that an Order be entered adopting the above Consent Decree as the final disposition of this matter.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

ADMINISTRATIVE LAW JUDGE

AGREED BY:

M. PATRICIA SMITH
Solicitor of Labor

BEVERLY DANKOWITZ
Associate Solicitor of Labor

CONSUELA A. PINTO
Deputy Associate Solicitor of Labor

(b) (6), (b) (7) (c)

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DATED: 12/16/2016

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TIMOTHY H. SCOTT

Attorney for Southern Glazer's Wine
and Spirits of Louisiana, LLC,
Defendant

Fisher & Phillips LLP
201 St. Charles Avenue
Suite 3710
New Orleans, LA 70170

DATED: 12/16/16

LIST OF CLASS MEMBERS

Count	Last Name	First Name	Race	Sex	Date Applied
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*You may be eligible to get money and a job
because of a legal settlement between
Glazer's of Louisiana 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 Southern Glazer's Wine and Spirits of Louisiana, LLC ("Glazer's of Louisiana") 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 Glazer's of Louisiana.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for Warehouse Worker Job Group positions at Glazer's of Louisiana's (formerly known as Glazer's Distributors of Louisiana, Inc.) St. Rose, Louisiana facility between the period of January 1, 2008 and January 29, 2009 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of the facility's hiring practices during the period of January 1, 2008 to January 29, 2009. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP has alleged that the company discriminated against Black applicants in hiring for Warehouse Worker Job Group positions. Glazer's of Louisiana denies those claims. Ultimately, OFCCP and Glazer's of Louisiana have settled this legal dispute, and the settlement has been approved by an administrative law judge through the entry of a Consent Decree.

WHAT DOES THIS MEAN FOR YOU?

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

- (1) You may be eligible to receive a monetary payment. This monetary payment will be reduced by lawful payroll deductions, such as income tax withholding and Social Security contributions. It may take up to seven months from the date of this letter before you receive your monetary payment.

- (2) Glazer's of Louisiana will be making job offers for Warehouse Worker Job Group 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 with Glazer's of Louisiana, please express your interest on the enclosed Claim Form.

To receive these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you receive from the U.S. Department of Labor or Glazer's of Louisiana [Administrator Name].

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job with Glazer's of Louisiana.

To be eligible for a payment and possibly a job, you must complete, sign, and return both of the following enclosed documents: (1) Claim Form; and (2) Release of Claims Form by [x date] to:

[Name and address for Return of Claims forms]

The documents must be postmarked by [insert actual date].

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

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money or consideration for job opportunities provided by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact OFCCP Compliance Officer (b) (6), (b) (7) (c) at 504-589-6575. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

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 JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS [insert date]

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer. You can receive a monetary 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

[Name and Address]

If you do not submit a properly completed Claim Form, and Release Form on or before [deadline above], then your claim will not be timely and **you will not receive any money from this settlement and you cannot be considered for a job offer in connection with this settlement.**

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

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

- (1) To confirm important information we need 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 provide the following contact information to process your payment (print legibly).

Name: _____

Telephone Number(s): _____

Email Address: _____

Current Address: _____

Please notify at the address below if your address changes within the next three (3) months.

[insert Name, Address, Phone, Email]

For purposes of this settlement, it is necessary to verify your (Gender) and (Race/Ethnicity):

- Male Female
- American Indian/Alaskan Native Asian/Pacific Islander Black
 Hispanic White Other

Your **Social Security Number** (required for tax purposes): _____ - _____ - _____

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

_____ I **AM** interested in being considered for a Warehouse Worker position at the St. Rose, Louisiana, facility of Southern Glazer's Wine and Spirits of Louisiana, LLC ("Glazer's of Louisiana"). I understand that in order to be hired into this position, I must have the minimum pre-offer and post-offer qualifications that Glazer's of Louisiana required during the period of January 1, 2008 through January 29, 2009.

_____ I **AM NOT** interested in being considered for a Warehouse Worker position at Glazer's St. Rose facility.

Note: Your response to whether you are interested in employment at Glazer's of Louisiana will **not** affect your eligibility to receive a monetary payment as long as you complete, sign and return this Form and the Release of Claims by the deadline below.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

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 AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Southern Glazer's Wine and Spirits of Louisiana, LLC ("Contractor") providing you with money and/or a potential job, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Warehouse Worker Job Group positions at the Contractor's St. Rose, Louisiana facility during January 1, 2008 through January 29, 2009. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$375.00 (less deductions required by law) and/or a potential job offer for a Warehouse Worker Job Group position by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, 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 application for or the selection procedures for Warehouse Worker Job Group positions at the Contractor's St. Rose, Louisiana facility during the period of January 1, 2008 to January 29, 2009.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Consent Decree with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Contractor initiated on January 30, 2009. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

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

I understand that if I do not sign this Release and return it to [insert Southern Glazer's contact] such that it is postmarked or hand-delivered by [Date], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Warehouse Worker Job Group position.

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

Signature: _____

Date: _____

Printed Name: _____

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Administrative Complaint was served by first class mail this 16th day of December, 2016 to:

Timothy H. Scott
Attorney at Law
Fisher & Phillips LLP
201 St. Charles Avenue
Suite 3710
New Orleans, LA 70170

Southern Glazer's Wine and Spirits of
Louisiana, LLC
c/o Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

(b) (6), (b) (7) (c)

Kiesha N. Cockett
Attorney