

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS, U.S. DEPARTMENT OF LABOR,

Plaintiff,

v

Case No. 2000-OFC-0011

PILGRIM'S PRIDE CORPORATION, SUCCESSOR
BY MERGER TO
WAMPLER FOODS, INC

Defendant.

CONSENT FINDINGS
AND ORDER

Pursuant to 41 U.S.C. §60-30-13, Plaintiff, Office of Federal Contract Compliance Programs ("OFCCP") and Defendant, Pilgrim's Pride Corporation, successor by merger to Wampler Foods, Inc. ("Wampler") having consented to the entry of these findings and order, the undersigned Administrative Law Judge hereby approves and enters the following findings and order:

GENERAL PROVISIONS

1. The Office of Administrative Law Judges has jurisdiction of this action pursuant to 41 C.F.R. §60-1.26 and 60-30.
2. At all relevant times, Wampler held non-exempt government contracts within the meaning of Executive Order 11246 and 41 C.F.R. Part 60-1.
3. The findings and order herein shall have the same effect as if made after a full hearing.

4. The entire record on which the findings and order herein are made shall be the Complaint herein and these Consent Findings and Order.

5. All further procedural steps are waived by the parties

6. All violations of the Executive Order 11246 alleged in the Complaint herein, in the Show Cause Notice dated June 8, 1998 shall be deemed fully resolved by these Consent Findings and Order.

7. By consenting to the entry of these Consent Findings and Order, Wampler does not admit to any violation of Executive Order 11246 or its implementing regulations. Wampler further denies that it unlawfully discriminated against any person. Nothing contained in these Consent Findings and Order is intended by the parties to be used by anyone other than the parties in any manner or to constitute proof of unlawful discrimination by Wampler.

8. Nothing contained herein is intended to relieve Wampler of any obligation to comply with the Executive Order 11246 or its implementing regulations in the future.

SPECIFIC PROVISIONS

9. Wampler will make reasonable good faith efforts to contact the female applicants whose names appear on Attachment A (Class Members). Within 30 days of the signing of these Consent Findings and Order by the parties Wampler will contact the female

class member listed on at Attachment A by Certified Mail, Return Receipt Requested" and by regular mail, using Attachment B: Notice to Class Members and Attachment C: Address and Social Security Verification Form. Class members will have 35 calendar days, from the date of the postmark of their Notice to Class Members, to mail or send the Address and Social Security Verification Form to Wampler. Verification forms received by Wampler more than 35 days after the date of the postmark of the Notice to the Class Member will not be considered for back pay and rehire unless the verification form is postmarked within 35 days of the date of the postmark of the Notice to the Class Member. Wampler will notify OFCCP in writing of all of the class members it has located within 75 days after the signing of this Agreement.

10. OFCCP will attempt to locate class members not located by Wampler. Within thirty (30) days of receipt of the list of class members located by Wampler, OFCCP will provide Wampler in writing with the list of addresses OFCCP has obtained for class members not located by Wampler. Wampler will have an additional 60 days from receipt of the list of class members located by the OFCCP to notify them of their status as class members, using Attachments B and C as described above. Class members will have 35 calendar days, from the date of the postmark of their Notice to Class Members, to mail or send the Address and Social Security Verification Form to Wampler. Verification forms

received by Wampler more than 35 days after the date of the postmark of the Notice to the Class Member will not be considered for back pay and rehire unless the verification form is postmarked within 35 days of the date of the postmark of the Notice to the Class Member.

11. Wampler will make job offers to the affected class members until 23 class members have accepted the job offers or until the list is exhausted, whichever comes first.

12. All job offers shall be made as positions become available. Verbal offers will be confirmed in writing. New hires must agree upon a start date no more than ten (10) business days from the date of receipt of the confirmation in writing. Any new hire that fails to report to work on the start date and time scheduled will be treated as having rejected the job offer. All hiring decisions and any job offers rejected will be available for review by the OFCCP.

13. Affected class members hired will be paid at Wampler Industries' entry rate of pay for Job Group 8 A jobs.

14. Wampler will pay \$50,760 in back pay plus \$24,240 in interest for a total of \$75,000. This money will be divided equally among the located class members and paid to each class member in a lump sum. Wampler shall deduct appropriate taxes from such distribution as well as deducting F.I.C.A. from the back pay portion of such distribution. Any undistributed money from the

class members who cannot be located will be shared equally among all members who can be located.

15. Wampler will complete the process of monetary disbursement, and will provide OFCCP with copies of pay slips showing legal deductions and of checks issued two hundred twenty (220) days from the date this Agreement is signed by the parties.

16. Wampler will in no way retaliate, harass, or engage in any form of reprisal or other adverse action against any affected class member based on or in relation to the terms or provisions of this remedy.

17. Wampler will review its applicant selection procedures immediately and at least annually thereafter for the purpose of ensuring non-discrimination.

REPORTING

18. No later than fifteen (15) days after Wampler makes the payments set out in paragraph 14 above, Wampler shall report to OFCCP the names and addresses of individuals to whom payments were made, the gross amount paid, deductions, and net amount paid to each.

19. No later than twenty (20) days after completion of its hiring obligations under paragraph 12 above, Wampler will report to OFCCP the name and address of each individual hired and the beginning date of her employment with Wampler.

IMPLEMENTATION AND ENFORCEMENT

20. Jurisdiction to issue any additional orders or decrees necessary to effectuate the implementation of the provisions of these Consent Findings and Order is retained by the Office of Administrative Law Judges.

21. If, at any time after entry hereof, the OFCCP believes Wampler has violated any of the terms contained in paragraphs 9 through 17 of this Order, Wampler will be given written notice of its alleged nonperformance. The notification will identify the term(s) of this Order alleged to have been violated and the facts which demonstrate the violation. Wampler will have fifteen (15) days in which to respond in writing except where the OFCCP alleges that such delay would result in irreparable injury.

22. Enforcement proceedings for violation of the Order herein may be initiated at any time after the fifteen day period in paragraph 21 has elapsed (or sooner if irreparable injury is alleged)

23. Violation of the Order herein may subject Wampler to the sanctions set forth in Executive Order 11246 and its implementing regulations and other appropriate relief.

The above Consent Findings and Order are hereby approved and, pursuant to 41 C.F.R. §60-30.13(d), shall constitute the final administrative order in this case.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

[signed]
RICHARD T. STANSELL-GAMM
Administrative Law Judge

DATE: August 31, 2004

Agreed and Consented to:
PILGRIM'S PRIDE CORPORATION,
SUCCESSOR BY MERGER TO
WAMPLER FOODS, INC.

[signed]
GLENN M. HODGE
Attorney

HOWARD M. RADZELY
Solicitor of Labor

STANLEY E. KEEN
Regional Solicitor

LARRY A. AUERBACH
Counsel

BY: [signed]
SHARON D. CALHOUND
Attorney
Office of the Solicitor
U. S. Department of Labor
Attorneys for Complaint
Date: August 26, 2005

SOL Case No. 98-10827

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ATTACHMENT A
Class Members

[Names redacted]

ATTACHMENT B
Notice To Class Members

Pilgrim's Pride Corporation, successor by merger to Wampler Foods, Inc. ("Wampler"), and the Department of Labor's Office of Federal Contract Compliance Programs have entered into a Conciliation Agreement to resolve alleged disparities in selecting applicants for Job Group 8A positions. During the periods of January 1, 1996 – December 31, 1996, you were identified as an applicant for such a position at Wampler.

As a part of this Agreement, you are eligible for a distribution of monies subject to lawful payroll deductions. **In order to maintain your eligibility for this distribution, you must sign the enclosed Address and Social Security Verification and Employment Interest Form and return it within 35 days of this letter's postmark to:**

Wampler Foods, Inc.
c/o Pilgrims Pride Corporation
Attention: Dave Butters
P.O. Box 668
Marshville, NC 28103

By entering into this Agreement, Wampler has not admitted nor has there been any adjudicated finding that Wampler violated any laws when it did not hire you for the position for which you applied. Wampler has entered into this Agreement for its convenience and to resolve the matter without further administrative or legal proceedings.

In addition to the monetary distribution, Wampler will be making job offers to some of the individuals who are receiving this notification. The position is in job group 8A; the entry level pay rate is \$7.90 an hour. It is not certain that you will receive a job offer, however, if you are interested in employment you must complete the Address and Social Security Verification and Employment Interest Form.

You do not have to be interested in employment to participate in the monetary settlement. However, whether or not you are interested in employment at Wampler, you must complete and return the attached Address and Social Security Verification and Employment Interest Form to be eligible to receive any monetary pay out.

If you have questions, you may call Mr. Dave Butters at (704) 624-4406. Your call will be returned as soon as possible.

Sincerely,

Mr. Dave Butters
Human Resources Manager
Pilgrim's Pride Corporation, Successor by merger to
Wampler Foods, Inc.
Enclosure

ATTACHMENT C
Address and Social Security Verification
Employment Interest Form

You must complete this form in order to be eligible for the monetary distribution and/or employment opportunities under the terms of the Conciliation Agreement (CA) between Wampler and the U. S. Department of Labor, Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

/ / 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: _____

Notify Wampler at the address below if your address changes within the next twelve months.

Your Social Security Number is required for tax purposes:

Please check whether you are currently interested in employment with Wampler. If you complete the address and Social Security verification, you are eligible for the monetary distribution whether or not you are interested in employment at this time.

/ /Yes, I am still interested in employment with Wampler.

/ /No, I am not currently interested in employment with Wampler.

You must return this form within 35 days of the cover letter's postmark

to:

Wampler Foods, Inc.
do Pilgrims Pride Corporation
Attention: Dave Butters
P.O. Box 668
Marshville, NC 28103

Signature

Date

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