

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Zollicoffer, et al. v. Gold Standard Baking, Inc., et al., Case No. 13-cv-01524 (“GSB Matter”)
Eagle, et al. v. Vee Pak, Inc., et al., Case No. 12-cv-09672 (“Vee Pak Matter”)

IMPORTANT NOTICE

You are receiving this Claim and Release Form because you may be eligible to receive some alleged damages due to the denial of job assignments as part of settlements in two class action cases. If you are African American and sought work assignments through MVP during the period of January 1, 2011 up through and including October 21, 2013 or during the period of February 27, 2011, up through and including December 31, 2014, but on one or more occasion were not assigned to work at Gold Standard Baking and/or Vee Pak, complete the Claim and Release Form below.

Questions? Please call 1-888-212-3832 or visit the Settlement website, www.MVPSettlement.com.

CLAIM AND RELEASE FORM

If your name or address is different from those shown below, print the corrections on the lines to the right.

Please provide your Social Security Number or Tax Identification for any potential Settlement Payment:

____ - ____ - _____

Name/Address Change (if any):

() ____ - ____ Daytime Telephone Number

() ____ - ____ Evening Telephone Number

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR A MONETARY RECOVERY. INCOMPLETE OR UNTIMELY CLAIM FORMS WILL BE REJECTED. YOU MUST SIGN AND MAIL THE CLAIM FORM IN THE SELF ADDRESSED POSTAGE PRE-PAID ENVELOPE INCLUDED, OR MAIL IT TO THE ADDRESS BELOW NO LATER THAN MARCH 6, 2023:

**MVP/Gold Standard Baking Class Claims Administrator
C/O Atticus Administration
PO Box 64053
St. Paul, MN 55164
Website: www.MVPSettlement.com
Email: MVPSettlement@atticusadmin.com
Toll Free: 1-888-212-3832**

INSTRUCTIONS:

You must *complete, sign and return* this Claim and Release Form in order to be eligible for a monetary recovery. Your Claim and Release Form must be postmarked on or before March 6, 2023. If you move, it is your responsibility to update your contact information with the Claims Administrator at the address listed above.

Returning this Claim and Release Form does not ensure that you will share in the Settlement Proceeds. You will share in the proceeds only if (1) the Court approves the Settlements and (2) you meet requirements for recovery set forth in the three Settlement Agreements, which are summarized in the accompanying Notice. You must respond to the below questions under penalty of perjury.

PART I: QUESTIONNAIRE

Be advised – this agreement is only for African Americans who allege they were denied an assignment from MVP’s Cicero Office. In order to recover a settlement payment, you must respond to the following questions under oath. **Do not complete this Claim Form if you are not African American.**

Tenga en cuenta - este acuerdo es solo para los Afroamericanos que alegan que se les negó una asignación de la oficina de MVP. Para recuperar un pago de liquidación, debe responder a la siguiente pregunta a continuación bajo juramento. **No complete este formulario de reclamo si no es Afroamericano.**

- 1. Are you African American? Yes No
- 2. Did you seek work from a staffing agency known as MVP through MVP’s Cicero Office located at 5637 W Roosevelt Rd, Cicero, IL 60804 during either of the settlement class periods listed below? Please check either “Yes” or “No” for both parts, “a” and “b,” below.
 - a) Did you seek work from MVP’s Cicero Office from February 27, 2011 through December 31, 2014?
Yes No
 - b) Did you seek work from MVP’s Cicero Office from January 1, 2011 through October 21, 2013?
Yes No

PART II: WAIVER AND RELEASE

I, the undersigned, hereby irrevocably and unconditionally waive, release, and forever discharge Gold Standard Baking, Inc. and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Releasees”) from any and all race discrimination claims against the Releasees and that arise out of the same transactions or occurrences alleged in Plaintiffs’ Sixth Amended Complaint (“Released Claims”). I also hereby irrevocably and unconditionally waive, release, and forever discharge Personnel Staffing Group, LLC a/ka PSG OLDSCO, LLC d/b/a MVP and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, insurers, co-insurers, reinsurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Releasees”) from any and all race discrimination claims against the Releasees and that arise out of the same transactions or occurrences alleged in Plaintiffs’ Sixth Amended Complaint (“Released Claims”) in the matters of *Zollicoffer, et al. v. Gold Standard Baking, Inc., et al.* (Case No. 13-cv-01524 (N.D. Ill. 2013) and *Eagle, et al. v. Vee Pak, Inc., et al.*, (Case No. 12-cv-09672 (N.D. Ill. 2012)). I acknowledge and agree that the scope of release for Gold Standard Baking, Inc.’s and Personnel Staffing Group, LLC’s Releasees shall be the same as permitted under the doctrine of *res judicata* had a judgment been entered in Gold Standard Baking, Inc.’s and Personnel Staffing Group, LLC’s favor; provided, however, that the Released Claims do not include and explicitly exclude any and all claims against Vee Pak, Inc., Vee Pak, LLC and Staffing Network Holdings, LLC raised in the matter of *Eagle, et al. v. Vee Pak, Inc., et al.*, (Case No. 12-cv-09672 (N.D. Ill. 2012)). I also acknowledge and agree that explicitly not released and excluded from this settlement are any claims related to any conduct or omissions occurring after December 31, 2014 and that this Waiver and Release explicitly does not waive any rights that cannot be waived by law, including my right to file a charge of discrimination with an administrative agency, such as the United States Equal Employment Opportunity Commission (“EEOC”) and my right to participate in any agency investigation or proceeding. I understand, however, that I am waiving any right to recover a monetary award from any of the Releasees in connection with such a charge or investigation related to the Released Claims for a charge filed by me or by any other individual, by the EEOC, or by any other city, local, state, or federal agency.

ACCORDINGLY, I declare under penalty of perjury that the answers to the questions in this Claim and Release Form are true and correct.

Date: _____ Signature: _____
Claimant ID: _____