

# EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

and

SYSCO NORTH TEXAS, INC.  
800 TRINITY DRIVE  
LEWISVILLE, TX 75056

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Sysco North Texas Inc.'s (Sysco North Texas) establishment located at 800 Trinity Drive, Lewisville, TX, beginning on January 29, 2020. OFCCP alleges that Sysco North Texas is not in compliance with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60-1, 60-2, and 60-3.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Sysco North Texas enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

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

1. In exchange for Sysco North Texas' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Sysco North Texas violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Sysco North Texas' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Sysco North Texas will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Sysco North Texas of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Sysco North Texas and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Sysco North Texas agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest Rocky Mountain Region (the Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Sysco North Texas submits the final progress report required in Part V, below, unless OFCCP notifies Sysco North Texas in writing before the expiration date that Sysco North Texas has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Sysco North Texas has met all of its obligations under the Agreement.
11. If Sysco North Texas violates this Conciliation Agreement:
  - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
    - i. OFCCP will send Sysco North Texas a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Sysco North Texas shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If Sysco North Texas is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - iv. In the event of a breach of this Agreement by Sysco North Texas, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - b. Sysco North Texas may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violating this Agreement.
- 12. Sysco North Texas denies any violation of the Executive Order, Section 503 or VEVRAA, and there has not been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the Office of Federal Contract Compliance.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to "days" in this Agreement, and in the Timeline included as Attachment C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **PART III. FINDINGS AND REMEDIES**

1. **PRELIMINARY FINDINGS:** OFCCP alleges Sysco North Texas is not in compliance with E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Sysco North Texas' hiring process and selection procedures revealed a disparity that adversely affected female and Black applicants when compared to male and Hispanic applicants, respectively, for the Outbound Selector position during the period of November 20, 2017 through December 17, 2019. This resulted in OFCCP finding a statistically significant hiring disparity against female applicants with a standard deviation of (b) (7)(E) shortfall of six (6) female applicants; and against black applicants with a standard deviation of (b) (7)(E) shortfall of five (5) black applicants.

**REMEDY:** Sysco North Texas will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Outbound Selector positions are made in a non-discriminatory manner. In addition, Sysco North Texas agrees to take the following actions:

- a. **Settlement Amount:** By the deadline set forth in the Timeline, Attachment C (Timeline), Sysco North Texas will notify OFCCP the settlement amount of \$121,000 (\$108,900 backpay and \$12,100 interest) has been set aside. The Settlement Amount is a negotiated amount that represents estimated back pay and accrued interest. The Contractor's share of statutory taxes/contributions on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other state and/or local taxes, is not part of the Settlement Amount. Contractor will be responsible for any banking account fees related to the Settlement Amount.
- b. **Notice:** By the date(s) set forth in the Timeline, Sysco North Texas will notify the female and Black applicants shown on Attachment A (Affected Class) of the terms of this Agreement by mailing by first-class mail to each individual in the Affected Class the Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope.

In accordance with the Timeline, Sysco North Texas will provide OFCCP with a list identifying the individuals in the Affected Class who responded, did not respond, partially responded (for example missing signature) to the Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 and/or individuals whose mail was returned to Sysco North Texas with a forwarding address or undeliverable. OFCCP will then attempt to obtain and provide updated addresses for individuals whose mail was returned to Sysco North Texas as set forth in the Timeline.

Sysco North Texas agrees to mail by first-class mail a second Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained by OFCCP as set forth in the Timeline.

- c. Eligibility: Members of the affected class (listed on Attachment A) who complete, sign, and return the Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 by the set deadline in the Timeline (Eligible Class Members) will receive a share of the Settlement Amount and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives but does not return the Information Verification and Employment Interest Form to Sysco North Texas by the set deadline in the Timeline, they will no longer be entitled to a payment or consideration for a job under this Agreement.

As set forth in the Timeline, Sysco North Texas will provide OFCCP a list of the Eligible Class Members (individuals who returned the Information Verification and Employment Interest Form by the deadline). In accordance with the Timeline, OFCCP will approve the final list of Eligible Class Members or discuss with Sysco North Texas any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sysco North Texas.

Sysco North Texas agrees to distribute Settlement Amount, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Sysco North Texas will pay the Internal Revenue Service (IRS) the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed by the date set in the Timeline. Sysco North Texas will disburse the monetary settlement after OFCCP approves the final list of Eligible Class Members in accordance with the dates in the Timeline.

As set forth in the Timeline, within ten days of Sysco North Texas' receipt of a check to an Eligible Class Member returned as undeliverable, Sysco North Texas will notify OFCCP of this fact via email sent to District Director Dinorah S. Boykin at [Boykin.Dinorah@dol.gov](mailto:Boykin.Dinorah@dol.gov). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address or corrected address, Sysco North Texas will re-mail the check as set forth in the Timeline.

In addition, Sysco North Texas will provide OFCCP with a list of all cashed and uncashed checks within 60 and then 90 days of the date the checks were mailed. OFCCP will attempt to locate Eligible Class Members who did not cash their check. OFCCP will then provide Sysco North Texas with information for Eligible Class Members who did not cash their check, and Sysco North Texas will re-mail the check to the Eligible Class Member(s) by the deadline set forth in the Timeline.

As set forth in the Timeline, any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds from the Settlement Amount, Sysco North Texas will make a second distribution, if such distribution will amount to at least \$30.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts by the date set forth in the Timeline. If any funds from the Settlement Amount remain unclaimed, they shall revert back to Sysco North Texas to be used for EEO training.

- d. Employment: As positions become available for Outbound Selector, Sysco North Texas shall make bona fide job offers, with retroactive seniority to qualified Eligible Class Members who expressed an interest in employment and are not currently employed by Sysco North Texas until eleven (11) Eligible Class Members are hired as Outbound Selectors or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first, as follows:
- six (6) female Eligible Class Members; and
  - five (5) Black Eligible Class Members.

As positions become available in the Outbound Selector position, Sysco North Texas shall provide Eligible Class Members with a job offer in the order in which Sysco North Texas received their Notice Documents, or if the Eligible Class Member documents were received on the same day, in the order of their original application date.

Any employment offer made to an Eligible Class Member by Sysco North Texas will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Sysco North Texas. The Eligible Class Members hired into Outbound Selector positions pursuant to this Agreement must be paid the current wage rate for the Outbound Selector position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Outbound Selector employees. In addition, all Eligible Class Members hired must have retroactive seniority using the original application as their hire date for all purposes, including job retention, job bidding, and benefits within plan terms.

- e. Revised Hiring Process:
- 1) Eliminate Discriminatory Selection Procedures: Sysco North Texas agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Sysco North Texas will not use any selection procedure that has an adverse impact on applicants of a particular sex or race unless it properly validates the procedure according to these regulations.

- 2) Review and Revision Required: Sysco North Texas will revise, in writing, the practices, policies, and procedures it uses to select applicants for Outbound Selector positions (Revised Hiring Process), including those practices and procedures carried out by the Sysco North Texas recruitment team on behalf of Sysco North Texas. Specifically, Sysco North Texas will:
  - a. create a job description and selection process for Outbound Selectors that describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
  - b. develop specific, job-related qualifications for Outbound Selectors that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;
  - c. ensure all policies and qualification standards are uniformly applied to all applicants;
  - d. develop processes to track all expressions of interest for the Outbound Selector position and which expressions of interest Sysco North Texas or the Sysco North Texas recruitment team considered for employment in an Outbound Selector position; and
  - e. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Sysco North Texas will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, including those steps of the selection process carried out by the Sysco North Texas recruitment team on behalf of Sysco North Texas. Sysco North Texas will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: By the date set forth in the Timeline, Sysco North Texas will train all individuals involved in recruiting, selecting and tracking applicants for Outbound Selector positions on the Revised Hiring Process, including those individuals on the Sysco North Texas recruitment team who recruit candidates for and refer candidates to Sysco North Texas. The training will include instruction in the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Sysco North Texas will meet with management and all individuals

responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female and black applicants who benefit from the provisions of this agreement, are not retaliated against.

#### **PART IV: TECHNICAL VIOLATIONS AND REMEDIES**

1. **VIOLATION:** OFCCP found that during the period November 20, 2017 through December 17, 2019, Sysco North Texas failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-1.12(a) and Part 60-3. Specifically, Sysco North Texas failed to preserve and make available for inspection complete and accurate records, pertaining to the Outbound Selector position, such as applications, phone screens, interview guides, and notes made by recruiters and hiring officials regarding specific reasons for disposition assignments, contacting candidates for follow up information and interviews in the Success Factors system.

**REMEDY:** Sysco North Texas will preserve all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. The documentation to be preserved will include a description of the overall selection process, applicant and hire data by race, ethnicity and gender, job applications, resumes, recruiter screening and phone interview notes, hiring officials interview notes/questionnaires, interview sheets, and any employment tests and results for all job groups. Additionally, Sysco North Texas will implement procedures to ensure that applicants are tracked and decisions are documented accurately and consistently at each step of the process, including those steps carried out by Sysco North Texas for Sysco North Texas.

2. **VIOLATION:** OFCCP found that Sysco North Texas failed to provide and have available for inspection adverse impact analysis of the overall selection process in accordance with 41 C.F.R. §§ 60-1.43, 60-3.4 and 60-3.15A. Specifically, on November 26, 2021 and again on March 2, 2022, OFCCP requested copies of hiring adverse impact analyses and component analyses for job group 712 Outbound Selectors. Sysco North Texas did not provide the requested information stating “The Company conducts these analyses under the attorney client privilege, and they are therefore not available for submission.”

**REMEDY:** Sysco North Texas will maintain and have available for OFCCP’s inspection adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic groups in hiring, promotion, or termination and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, Sysco North Texas will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Sysco North Texas will validate the component(s) in accordance with the

Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

3. **VIOLATION**: OFCCP found that Sysco North Texas failed to accurately identify problem areas, in accordance with 41 C.F.R. § 60-2.17(b). Specifically, Sysco North Texas failed to perform in-depth analyses of its total employment process to determine whether impediments to equal employment opportunity exist. More specifically, Sysco North Texas failed to accurately evaluate its applicant-to-hire process and to determine whether there was gender, race or ethnicity-based disparities for Outbound Selectors, in violation of 41 C.F.R. § 60-2.17(b).

**REMEDY**: Sysco North Texas will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 C.F.R. § 60-2.17(b). Specifically, Sysco North Texas will evaluate its applicant-to-hire process and determine whether there was gender, race or ethnicity-based disparities for Outbound Selectors.

4. **VIOLATION**: OFCCP found that during the period November 20, 2017 through December 17, 2019 Sysco North Texas failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b) and to attain established goals and objectives, in violation of 41 C.F.R. § 60-2.17(c). Specifically, Sysco North Texas failed to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for female and black applicants for Outbound Selector positions.

**REMEDY**: Sysco North Texas will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b) and to attain established goals and objectives, as required by 41 C.F.R. § 60-2.17(c). Specifically, Sysco North Texas will make good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for female and black applicants for Outbound Selector positions. Sysco North Texas will document and track its action-oriented programs so that it can measure and assess their effectiveness at least annually, and it will update its programs as appropriate and necessary.

## **PART V. REPORTS REQUIRED**

Sysco North Texas will submit the documents and reports described below to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: Dinorah S. Boykin, District Director  
San Antonio District Office  
615 E. Houston St., Suite 340  
San Antonio, TX 78205

Sysco North Texas agrees to furnish OFCCP with two progress reports on the dates contained in the Timeline Attachment C. Each of the reports will contain the following:

1. Documentation of the monetary payment made to all Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Sysco North Texas must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of Eligible Class Members that Sysco North Texas hired as Outbound Selectors in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
3. For Eligible Class Members who express an interest in employment but were not hired, Sysco North Texas will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. An applicant flow and hire log for the Outbound Selector position for the reporting period, including applicant and job seeker name, gender, race/ethnicity, referral source, date of application, whether the applicant was screened, whether the applicant was interviewed, disposition, date of hire (if applicable), starting pay rate if hired, and reason for non-selection (if applicable);
5. Evidence that Sysco North Texas has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3;
6. The results of the impact ratio analysis for Job Group 712, which includes the Outbound Selector position. If the total selection process has an adverse impact, Sysco North Texas will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact; and
7. Documentation that Sysco North Texas has made good faith efforts to develop and implement action-oriented programs designed to remove identified barriers, expand employment opportunities, and produce measurable results for females and blacks in Outbound Selector positions.

Sysco North Texas will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

**PART VI. SIGNATURES**

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sysco North Texas Inc., 800 Trinity Drive, Lewisville, TX 75056.

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

Chris McCool  
Region President  
Sysco North Texas Inc.  
800 Trinity Drive  
Lewisville, TX 75056

Date: 9/30/22

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

Melissa L. Speer  
Regional Director  
Southwest and Rocky Mountain Region  
OFCCP

Date: 9/30/2022

**Attachments:**

- A. List of Affected Applicants
- B. Notice Documents
  - B-1 Notice to Affected Class
  - B-2 Information Verification and Employment Interest Form
  - B-3 Release of Claims Under Executive Order 11246
- C. Timeline

Attachment A: List of Affected Class Members

Count	Last Name	First Name	Application Date	Race	Gender
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## Attachment B-1

### Notice to Affected Class

*You may be eligible to get money because of a legal settlement between Sysco North Texas, Inc. 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 Sysco North Texas, Inc. (Sysco North Texas) that may benefit you. This settlement involves alleged 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 Sysco North Texas.

You may learn more about the settlement at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

#### **ARE YOU AFFECTED?**

Female and Black applicants who applied and were not hired for Outbound Selector (also known as Order Selectors) positions at Sysco North Texas' facility between November 20, 2017 through December 17, 2019 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 Sysco North Texas' hiring practices during the period November 20, 2017 through December 17, 2019. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity requirements that apply to federal contractors. OFCCP alleges that Sysco North Texas discriminated against female and Black applicants in hiring for Outbound Selector positions during the period November 20, 2017 through December 17, 2019. Sysco North Texas denies those claims. Ultimately, OFCCP and Sysco North Texas have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is another name for a settlement agreement, and it is a legal document that explains the terms of the agreement between Sysco North Texas and OFCCP.

As a result, if we confirm that you are one of the female and/or Black applicants described above, you may be eligible for back pay and consideration for employment. You may read the Conciliation Agreement at <https://www.dol.gov/agencies/ofccp/foia/library/conciliation-agreements>.

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

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

**TURN PAGE**

- (1) **You may be eligible to receive a payment of at least \$ \_\_\_\_\_** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Sysco North Texas is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** Sysco North Texas will be making job offers for Outbound Selector 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 Sysco North Texas, please express your interest on the enclosed Information Verification and Employment Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Release form.

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

You should read this Notice, the Information Verification and Employment Interest Form, and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator [Administrator name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Sysco North Texas.

To be eligible for a payment and job opportunity, you must complete, sign, and return **both** the following enclosed documents: (1) Information Verification and Employment Interest Form and (2) Release of Claims Under Executive Order 11246 by INSERT DATE. You should mail these documents to:

[Name and address for return of forms or instructions/email for electronic submission]

**DEADLINE: The forms must be postmarked or delivered by [INSERT 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 forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact **INSERT NAME AND CONTACT INFORMATION OF Sysco North Texas/3<sup>RD</sup> PARTY ADMINSTRATOR** or Compliance Officer **(b) (6), (b) (7)(C)** You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofcpc/cml](http://www.dol.gov/ofcpc/cml).

**Attachment B-2**

**INFORMATION VERIFICATION AND 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 Sysco North Texas, Inc. (Sysco North Texas) and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Any other names you have used: \_\_\_\_\_

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

Telephone Numbers:  
Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

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

Notify Sysco North Texas at the address below if your address, phone number and/or email address changes within the next twelve (12) months.

INSERT  
Sysco North Texas ADDRESS or  
THIRD PARTY ADMINISTRATOR INFORMATION

Your Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

*Your Social Security number is required in order to process your payment for tax purposes. Your Social Security number will not be used for any other purpose.*

For purposes of this settlement, it is necessary to verify your gender:

Female  Male

For purposes of this settlement, it is necessary to verify your race:

African American/Black  Asian  Caucasian  Hispanic  Native American

Pacific Islander

**TURN PAGE**

Please indicate below whether you are currently interested in employment in an Outbound Selector position with Sysco North Texas, and if you are currently employed by Sysco North Texas. 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 for an Outbound Selector position.

No, I am not currently interested in employment with Sysco North Texas for an Outbound Selector position.

I am currently employed by Sysco North Texas.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO SYSCO NORTH TEXAS BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.**

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment B-3**

**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 OR A JOB OPPORTUNITY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 (Release) is a legal document. The document states that in return for Sysco North Texas Inc. (Sysco North Texas) paying you money, you agree that you will not file any lawsuit against Sysco North Texas for alleged hiring discrimination under Executive Order 11246, as amended in connection with its selection procedures for applicants in the Outbound Selector job title. It also says that Sysco North Texas 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 or a job opportunity.

In consideration of payment of \$ \_\_\_\_\_ (less deductions required by law) by Sysco North Texas to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I.**

I hereby waive, release and forever discharge Sysco North Texas, 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 to my non-selection for employment as an Outbound Selector on the basis of my gender, race and/or ethnicity at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection with Sysco North Texas through the Effective Date of this Release.

**II.**

I understand that Sysco North Texas denies that it treated me unlawfully or unfairly in any way and that Sysco North Texas 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 January 29, 2020. I further agree that the payment of the aforesaid sum by Sysco North Texas to me is not an admission of any liability by Sysco North Texas.

**TURN PAGE**

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class, by the deadline listed on the Notice to Affected Class, I will not be entitled to receive any payment (less deductions required by law) or a potential job offer from Sysco North Texas.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## Attachment C- Timeline

Effective Date of Conciliation Agreement:		9/30/2022	
Activity	Due Date Modified Date	Number of Calendar Days from Effective Date (ED) of Agreement/Previous Action # Due to Weekend/Holiday*	
1	Within thirty (30) days after the Effective Date, Sysco North Texas North Texas notify OFCCP that the settlement amount has been set aside	10/31/2022	30*
2	By the date(s) set forth in the Timeline, Sysco North Texas North Texas will notify the female and Black applicants shown on Attachment A (Affected Class) of the terms of this Agreement by mailing by first-class mail to each individual in the Affected Class the Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope	11/10/2022	10
3	In accordance with the Timeline, Sysco North Texas will provide OFCCP with a list identifying the individuals in the Affected Class who responded, did not respond, partially responded (for example missing signature) to the Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 and/or individuals whose mail was returned to Sysco North Texas with a forwarding address or undeliverable	12/20/2022	40
4	OFCCP will then attempt to obtain and provide updated addresses for individuals whose mail was returned to Sysco North Texas as set forth in the Timeline	1/13/2023	24
5	Sysco North Texas agrees to mail by first-class mail a second Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained by OFCCP as set forth in the Timeline	1/30/2023	15*
6	In accordance with the Timeline, Sysco North Texas will provide OFCCP with a list identifying the individuals in the Affected Class who responded, did not respond, partially responded (for example missing signature) to the Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 and/or individuals whose mail was returned to Sysco North Texas with a forwarding address or undeliverable	2/21/2023	22
7	OFCCP will then attempt to obtain and provide updated addresses for individuals whose mail was returned to Sysco North Texas as set forth in the Timeline	2/28/2023	7
8	Sysco North Texas agrees to mail by first-class mail a second Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained by OFCCP as set forth in the Timeline	3/6/2023	7
9	Members of the affected class (listed on Attachment A) who complete, sign, and return the Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 by the set deadline in the Timeline (Eligible Class Members) will receive a share of the settlement fund and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives but does not return the Information Verification and Employment Interest Form to Sysco North Texas by the set deadline in the Timeline, they will no longer be entitled to a payment or consideration for a job under this Agreement	3/31/2023	141
10	As set forth in the Timeline, Sysco North Texas will provide OFCCP a list of the Eligible Class Members (individuals who returned the Information Verification and Employment Interest Form by the deadline)	4/17/2023	15*
11	In accordance with the Timeline, OFCCP will approve the final list of Eligible Class Members or discuss with Sysco North Texas any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals	4/24/2023	5*
12	Sysco North Texas will disburse the monetary settlement after OFCCP approves the final list of Eligible Class Members in accordance with the dates in the Timeline	5/9/2023	15
13	Sysco North Texas will pay the Internal Revenue Service (IRS) the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed by the date set in the Timeline	Time of payment or end of year	
14	As set forth in the Timeline, within ten days of Sysco North Texas' receipt of a check to an Eligible Class Member returned as undeliverable, Sysco North Texas will notify OFCCP of this fact via email sent to District Director Dinorah S. Boykin at (b) (6), (b) (7)(C)	Biweekly bulk notification, as applicable, from 5/9/2023 to 9/6/2023	
15	OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address or corrected address, Sysco North Texas will re-mail the check as set forth in the Timeline	Biweekly bulk notification, as applicable, from 5/9/2023 to 9/6/2023	
16	Sysco North Texas will provide OFCCP with a list of all cashed and uncashed checks within 60 days of the date the checks were mailed	7/10/2023	60*
17	OFCCP will attempt to locate Eligible Class Members who did not cash their check. OFCCP will then provide Sysco North Texas with information for Eligible Class Members who did not cash their check, and Sysco North Texas will re-mail the check to the Eligible Class Member(s) by the deadline set forth in the Timeline	7/24/2023	14
18	Sysco North Texas will provide OFCCP with a list of all cashed and uncashed checks within 90 days of the date the checks were mailed	8/7/2023	90
19	OFCCP will attempt to locate Eligible Class Members who did not cash their check. OFCCP will then provide Sysco North Texas with information for Eligible Class Members who did not cash their check, and Sysco North Texas will re-mail the check to the Eligible Class Member(s) by the deadline set forth in the Timeline	8/14/2023	7
20	As set forth in the Timeline, any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void	9/6/2023	120
21	With respect to any uncashed funds, Sysco North Texas will make a second distribution, if such distribution will amount to at least \$30.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts by the date set forth in the Timeline. If any funds remain unclaimed, they shall revert back to Sysco North Texas to be used for EEO training	10/23/2023	45*
22	By the date set forth in the Timeline, Sysco North Texas will train all individuals involved in recruiting, selecting and tracking applicants for Outbound Selector positions on the Revised Hiring Process, including those individuals on the Sysco North Texas recruitment team who recruit candidates for and refer candidates to Sysco North Texas	6/30/2023	
23	As positions become available for the Outbound Selector positions, Sysco North Texas shall make bona fide job offers, with retroactive seniority to qualified Eligible Class Members who expressed an interest in employment and are not currently employed by Sysco North Texas until 11 Eligible Class Members are hired as Outbound Selectors or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first, as follows:  •six (6) female Eligible Class Members; and •five (5) Black Eligible Class Members	As vacancies occur	
Progress Reports - In each Progress Report, Sysco North Texas North TX will provide documentation pursuant to Part V		<b>Due Date</b>	
Progress Report - 1 covering the period 1/1/2023 - 6/30/2023		7/31/2023	
Progress Report - 2 covering the period 7/1/2023 - 12/31/2023		1/31/2024	