

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
SYSCO DENVER INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Sysco Denver Inc (Sysco Denver) establishment located at 5000 Beeler Street SW, Denver, CO 80238-2975, beginning on December 21, 2020. OFCCP alleges Sysco Denver failed to comply 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, 60-3, and 60-20. 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 Denver 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.

II. General Terms and Conditions

1. In exchange for Sysco Denver's 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 Denver 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 Denver's 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 Denver 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 Denver 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 Denver and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Sysco Denver 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 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 Pacific Region (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 Denver submits its final progress report required in Section VIII, below, unless OFCCP notifies Sysco Denver in writing before the expiration date that Sysco Denver 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 Denver has met all of its obligations under the Agreement.
11. If Sysco Denver violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Sysco Denver a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Sysco Denver 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 Denver 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 Denver, 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 Denver 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. Sysco Denver denies any violation of the Executive Order, Section 503 or VEVRAA, and there has not been an adjudication on the merits regarding any such matter at issue in 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 Programs.
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 B, 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.

III. Findings and Remedy

1. PRELIMINARY FINDINGS: OFCCP alleges during the period December 21, 2018, through September 30, 2020, Sysco Denver applied different standards in hiring men and women, in non-compliance with 41 C.F.R. §§ 60-1.4(a) and 60-20.2(b). Specifically, personnel activity data provided by Sysco Denver for the period of December 21, 2018, through September 30, 2020, revealed from a pool of (b) (7)(E) female applicants, Sysco Denver hired (b) (7)(E) females ((b) (7)(E) %). During the same period, from a pool of (b) (7)(E) male applicants, Sysco Denver hired (b) (7)(E) male applicants ((b) (7)(E) %) in Job Group 712 Outbound Selector (hereinafter Order Selector) positions. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations with a shortfall of 15 female hires.

REMEDY: Sysco Denver will examine, monitor, and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Order Selector positions are made in a non-discriminatory manner. In addition, Sysco Denver agrees to the remedies in Sections IV - VI:

IV. Financial Remedy

1. Settlement

- a. **Settlement Amount.** Within thirty (30) days after the Effective Date, Sysco Denver will notify OFCCP that a total of \$63,320.87 (\$54,038.95 back pay, \$9,281.92 interest) has been set aside. The Settlement Amount is a negotiated amount that represents estimated back pay and accrued interest. Sysco Denver’s share of statutory taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act withholdings) is not part of the Settlement Amount. Sysco Denver will be responsible for any banking account fees.
- b. **Specific Settlement Amounts.** The total Settlement Amount includes \$54,038.95 in back pay and \$9,281.92 interest to resolve the preliminary findings set forth above.

2. Allocation

- a. **Class Members Eligible to Receive Payments.** The Settlement Amount will be distributed to all Eligible Class Members (identified in Attachment A) who timely respond by the stated deadline to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms provided in this Agreement. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Sysco Denver. If an individual receives but does not return the Information Verification and Employment Interest Form to Sysco Denver by the set deadline in the Timeline, they will no longer be entitled to a payment or consideration for a job under this Agreement.
- b. **Payments to Eligible Class Members.** OFCCP will provide Sysco Denver a list of the payment amounts for each Eligible Class Member on the Final List by the date set forth on the Timeline. Sysco Denver will distribute \$63,320.87, less statutory employee deductions required by law from back pay only, in equal shares among all Eligible Class Members. Sysco Denver will issue checks to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Sysco Denver will work together to provide a replacement check before any funds are redistributed to other class members. 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, Sysco Denver will make a second distribution, if such distribution will amount to at least \$30.00 per Eligible Class Member, to all Eligible Class Members who cashed their first check. The second payment will consist of back pay and interest in the same proportion as the first payment. Any uncashed funds remaining after the second distribution will revert to Sysco Denver to be used to conduct training described in Part VI.
- c. **Tax Payments, Forms and Reporting** ¹. Sysco Denver will pay Sysco Denver's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Amount. Sysco Denver shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 to receive payments under this settlement.

3. Notice Process

¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or a n investigation or inquiry into a violation of law.

- a. **OFCCP and Sysco Denver Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in relevant languages to the affected workers if requested and through an additional channel if requested and providing technical assistance to Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Sysco Denver and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Sysco Denver agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Sysco Denver will distribute Notice Documents to Class Members identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims, and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Class Members to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Sysco Denver, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Class Members.** OFCCP shall provide Sysco Denver with complete contact information in its possession or its authority to obtain on the Class Members by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Class Members.** Sysco Denver or a third-party claims administrator will provide initial notice by regular first-class mail. Sysco Denver will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Sysco Denver will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.

Based on the response to the initial mail notices, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Class Member to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Class Members using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Sysco Denver will provide OFCCP contact information to any Class Member with questions or concerns.
- h. **Exchange of Information Regarding Class Members.** Sysco Denver and OFCCP will timely exchange information regarding Class Members, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Class Members.** The Final List will include all Class Members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Sysco Denver will provide to OFCCP the required information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Sysco Denver will provide OFCCP with 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 Denver must provide OFCCP with copies of all canceled checks upon request. In the event of a second distribution, Sysco Denver will provide a similar documentation on the second distribution.
- k. **Sysco Denver's Expenses.** Sysco Denver will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Order Selector position, Sysco Denver will make bona fide job offers with retroactive seniority to Eligible Class Members who have expressed interest in employment and are not currently employed in the job at issue by Sysco Denver, until 15 are hired or the list of Eligible Class Members is exhausted, whichever comes first. Until that time, these Eligible Class Members will have priority over all other candidates for hire into the Order Selector position. As vacancies occur in the Order

Selector position, Sysco Denver shall contact the Eligible Class Members with a written job offer in the order in which they submitted their Income Verification Form, or if the Eligible Class Member documents were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Class Member must report to work on the day designated or provide Sysco Denver notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Class Member must report to work within five (5) days of the original designated start date. Otherwise, Sysco Denver may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member under this Agreement but remains obligated to hire until 15 positions are filled or the list of Eligible Class Members is exhausted, whichever comes first.

Sysco Denver agrees to pay Eligible Class Members hired pursuant to this Agreement the current wage rate for the Order Selector position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Order 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. Sysco Denver will provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Sysco Denver will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Members hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Eliminate Discriminatory Selection Procedures:** Sysco Denver agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Sysco Denver will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
2. **Review and Revision Required:** Sysco Denver will revise, in writing, the practices, policies, and procedures it uses to select applicants for Order Selector positions (Revised Hiring Process), including those practices and procedures carried out by the Sysco Denver recruitment team and/or third-party recruitment teams on behalf of Sysco Denver. Specifically, Sysco Denver will:
 - a. create written 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 Order 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 Order Selector position and which expressions of interest Sysco Denver and/or third-party recruitment teams considered for employment in an Order 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 Denver 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 Denver recruitment team and/or third-party recruitment teams on behalf of Sysco Denver. Sysco Denver 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:** Within 180 calendar days of the Effective Date of this Agreement, Sysco Denver will train all individuals involved in recruiting, selecting, and tracking applicants for Order Selector positions on the Revised Hiring Process, including those individuals on the Sysco Denver recruitment team and/or third-party recruitment teams who recruit candidates for, assess applicants' qualifications, and refer candidates to Sysco Denver. 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.
 5. **Monitoring:** Sysco Denver agrees to monitor selection rates for the Order Selector position by all applicants and their final disposition. If the overall selection process results in adverse impact, Sysco Denver agrees to monitor selection rates at each step of its selection process for the Order Selector position. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60.3.4D, on the hiring of applicants of a particular sex, Sysco Denver will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. § Part 60-3. Where the procedure causing the adverse impact is not shown to be job-related and consistent with business necessity, Sysco Denver will provide backpay, interest, and hiring opportunities in order to remedy statistically significant shortfalls. Sysco Denver agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the Order Selector position. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or if required by regulations, whichever is later.

VII. Technical Findings and Remedies

1. **PRELIMINARY FINDING:** OFCCP alleges, during the period December 21, 2018 through September 30, 2020, Sysco Denver failed to keep and preserve complete and accurate personnel and employment records, in non-compliance with 41 C.F.R. §§ 60-

1.12(a) and (e). Specifically, Sysco Denver failed to maintain copies of all interview notes, telephone pre-screens and disposition sheets for open Order Selector positions.

REMEDY: Sysco Denver will keep and preserve complete and accurate personnel and employment records, in accordance with 41 C.F.R. §§ 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Sysco Denver has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 C.F.R. § 60-1.12(a).

2. **PRELIMINARY FINDING:** OFCCP alleges, during the period December 21, 2018 through September 30, 2020, Sysco Denver failed to properly develop and implement an internal audit and reporting system to measure the effectiveness of its total affirmative action program in accordance with the requirements of 41 C.F.R. § 60-2.17(d). Specifically, during the review period of December 21, 2018, through September 30, 2020, Sysco Denver failed to properly design and implement an internal audit and reporting system to monitor all aspects of personnel activity.

REMEDY: Sysco Denver will develop and implement an internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program. Specifically, Sysco Denver must: monitor records of all personnel activity, including applicant and hiring activity for Order Selectors to ensure its nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Sysco Denver agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Sysco Denver will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Sysco Denver Reports.**
 - a. **Schedule and Instructions.** Sysco Denver agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - i. **Progress Report 1:** Due on July 31, 2024, covering the period of January 1, 2024 through June 30, 2024.

- ii. **Progress Report 2:** Due on January 31, 2025, covering the period July 1, 2024, through December 31, 2024.

Sysco Denver will submit reports to Quanda Evans, Assistant District Director, (b) (7)(C), (b) (6)@dol.gov. Sysco Denver and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Sysco Denver provides in accordance with this agreement are customarily kept private or closely held, and Sysco Denver believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Sysco Denver will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. Reports on Modifications to Personnel Practices. In each Progress Report Sysco Denver will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. **Progress report 1 will include reporting requirements i-vii. Progress report 2 will include reporting requirements iv - vii.** If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
 - i. 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 Denver must provide OFCCP with copies of all canceled checks upon request;
 - ii. Documentation of Eligible Class Members that Sysco Denver hired as Order 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;
 - iii. For Eligible Class Members who express an interest in employment but were not hired, Sysco Denver will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
 - iv. An applicant flow and hire log for the Order Selector position for the reporting period, including applicant and job seeker name, sex, race/ethnicity, referral source, date of application, final disposition, whether the applicant was screened, whether the applicant was interviewed, date of hire (if applicable), starting pay rate if hired, reason for non-selection (if applicable), date of termination (if applicable), and reason for termination (if applicable);

- v. Evidence that Sysco Denver 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;
 - vi. The results of the impact ratio analysis for Job Group 712, which includes the Order Selector position. If the total selection process has an adverse impact, Sysco Denver will provide the evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact; and
 - vii. Documentation that Sysco Denver has developed and implemented an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program. Specifically, Sysco Denver's documentation must demonstrate that its audit and reporting system: monitors records of all personnel activity, including applicant and hiring activity at all levels to ensure its nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Sysco Denver's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Sysco Denver in writing within sixty (60) days of the date of the final progress report that Sysco Denver has not fulfilled all its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Sysco Denver within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Sysco Denver has met all its obligations under the Agreement.

IX. SIGNATURES

The person signing this Agreement on behalf of Sysco Denver personally warrants that they are fully authorized to do so, that Sysco Denver has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Sysco Denver.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sysco Denver Inc, Denver, CO 80238-2975.

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

Hernando Gasca
President
Sysco Denver Inc
Denver, CO 80238-2975

DATE: 9/28/2023 | 12:58 PM PDT

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

Jane Suhr
Regional Director
Pacific Region
OFCCP

DATE: 9/28/2023

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

Leigh Jones
District Director
Seattle and Portland Offices

DATE: 09/28/2023

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

Quanda Evans
Acting Area Office Director
OFCCP
Portland Area Office

DATE: 09/28/2023

Attachments:

- A. List of Class Members
- B. Timeline
- C. Notice Document

Attachment A: List of Class Members

COUNT	DATE	LAST NAME	FIRST NAME	RACE	GENDER
1	12/26/2019	(b) (7)(C), (b) (6)			
2	09/19/2019				
3	01/25/2020				
4	12/18/2018				
5	01/19/2020				
6	01/24/2019				
7	10/29/2019				
8	03/09/2020				
9	11/12/2018				
10	12/12/2019				
11	09/16/2019				
12	02/27/2020				
13	09/16/2019				
14	09/24/2019				
15	10/15/2019				
16	09/22/2019				
17	09/08/2019				

18	10/21/2019	(b) (7)(C), (b) (6)	
19	07/06/2019		
20	01/04/2019		
21	09/25/2020		
22	12/12/2018		
23	09/25/2019		
24	11/08/2019		
25	01/28/2020		
26	12/30/2019		
27	01/15/2020		
28	12/18/2019		
29	06/24/2020		
30	01/03/2020		
31	11/04/2019		
32	07/08/2019		
33	01/29/2019		
34	10/17/2019		
35	01/07/2020		
36	12/12/2019		

37	09/14/2019	(b) (7)(C), (b) (6)	
38	10/21/2019		
39	12/06/2019		
40	09/23/2019		
41	09/20/2019		
42	09/07/2019		
43	11/05/2019		
44	08/26/2019		
45	11/06/2019		
46	07/14/2019		
47	06/26/2019		
48	06/20/2019		
49	11/07/2019		
50	09/20/2019		
51	02/17/2020		
52	10/15/2019		
53	12/18/2019		
54	09/25/2019		
55	09/17/2019		

56	12/05/2019	(b) (7)(C), (b) (6)	
57	11/04/2019		
58	11/07/2019		
59	12/05/2019		
60	12/04/2019		
61	12/12/2019		
62	10/14/2019		
63	09/18/2019		
64	12/09/2018		
65	09/25/2019		
66	09/21/2019		
67	02/24/2019		
68	12/05/2019		
69	12/16/2019		
70	01/03/2020		
71	01/20/2020		
72	11/07/2019		
73	12/30/2019		

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93	07/09/2019	(b) (7)(C), (b) (6)	
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112	01/05/2020	(b) (7)(C), (b) (6)	
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Attachment B: Timeline

	Effective Date of Conciliation Agreement:		
	ACTIVITY	Due Date	Number of Calendar Days from Effective Date (ED)
1	Within thirty (30) days after the Effective Date, Sysco Denver notify OFCCP that settlement amount has been set aside		30
2	Sysco Denver will notify the female applicants shown on Attachment A (Affected Class) (first mailing)		40
3	Deadline for affected class members to response to the first mailing.		60
4	In accordance with the Timeline, Sysco Denver will provide OFCCP with a list identifying the individuals in the Affected Class whose notice was undeliverable and who have not responded to the notice documents.		80
5	OFCCP will then attempt to obtain and provide updated addresses for individuals whose mail was returned to Sysco Denver as set forth in the Timeline.		90
6	By the date set forth in the Timeline, Sysco Denver will train all individuals involved in recruiting, selecting and tracking applicants for Order Selector positions on the Revised Hiring Process, including those individuals on the Sysco Denver recruitment team who recruit candidates for and refer candidates to Sysco Denver		180
7	Sysco Denver agrees to mail by first-class mail a second Notice to Affected Class, Information Verification and Employment Interest Form, Release of Claims Under EO 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained by OFCCP as set forth in the Timeline		105
8	Deadline for affected class members to response to the second mailing.		135
9	As set forth in the Timeline, Sysco Denver will provide OFCCP a list of the Eligible Class Members (individuals who returned the Information Verification and Employment Interest Form by the deadline)		150
10	In accordance with the Timeline, OFCCP will approve the final list of Eligible Class Members or discuss with Sysco Denver any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals		165
11	Sysco Denver will disburse the monetary settlement after OFCCP approves the final list of Eligible Class Members in accordance with the dates in the Timeline		180
12	Sysco Denver will pay the Internal Revenue Service (IRS) the employer's share of social security withholdings and will mail each Eligible Class Member a n IRS W-2 Form reporting the portion of the payment representing back pay and a n IRS Form 1099 for the portion of the payment	Time of payment or end of year	

	representing interest These IRS forms will be mailed by the date set in the Timeline		
13	Sysco Denver will provide OFCCP with a list of all cashed and uncashed checks.		210
14	OFCCP will attempt to locate Eligible Class Members who did not cash their check OFCCP will then provide Sysco Denver with information for Eligible Class Members who did not cash their check,		225
15	Sysco Denver will re-mail the check to the Eligible Class Member(s) by the deadline set forth in the Timeline		240
16	As set forth in the CA, any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void.		
17	As positions become available for the Order Selector positions, Sysco Denver 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 Denver until 15 Eligible Class Members are hired as Order Selectors or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first	As vacancies occur	
Progress Reports: In each Progress Report Sysco Denver will provide documentation pursuant to Part V		Due Date	
Progress Report 1 covering the period January 1, 2024, through June 30, 2024.		July 31, 2024	
Progress Report 2 covering the period July 1, 2024, through December 31, 2024.		January 31, 2025	

Attachment C-1 Notice to Class Members

You may be eligible to get money because of a legal settlement between Sysco Denver, 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 Denver, Inc. (Sysco Denver) 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 Denver.

ARE YOU AFFECTED?

Certain female applicants who applied and were not hired for Order Selectors (also known as Outbound Selector) positions at Sysco Denver's facility between December 21, 2018, through September 30, 2020, 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 Denver's hiring practices during the period December 21, 2018 through September 30, 2020. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity requirements that apply to federal contractors. OFCCP alleges that Sysco Denver discriminated against female applicants in hiring for Order Selector positions during the period December 21, 2018, through September 30, 2020. Sysco Denver denies those claims. Ultimately, OFCCP and Sysco Denver 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 Denver and OFCCP.

As a result, if we confirm that you are one of the female 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 Denver 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 Denver 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 Denver, 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 forms.

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 Denver.

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 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 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 Compliance Officer (b) (7)(C), (b) (6) at (b) (7)(C), (b) (6)@dol.gov, or Sysco Denver's 3RD PARTY ADMINISTRATOR [INSERT CONTACT INFORMATION] You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

ATTACHMENT C-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 Denver and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____ Gender/Sex: _____

Notify Sysco Denver at the address below if your address, email address or phone number changes within the next twelve months.

INSERT
3RD PARTY ADMINISTRATOR
ADDRESS

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

Please indicate below whether you are currently interested in employment in an Order Selector position with Sysco Denver. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether you are interested in employment at this time.

Yes, I am still interested in employment with *Sysco Denver* for an Order Selector position.

No, I am not currently interested in employment with *Sysco Denver* for an Order Selector position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE 3RD PARTY ADMINISTRATOR BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THE AGREEMENT.

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

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER *EXECUTIVE ORDER 11246*, AS AMENDED

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, as amended (the “Release”), is a legal document. This Release states that in return for Sysco Denver paying you money, you agree that you will not file any lawsuit against Sysco Denver for alleged hiring discrimination under Executive Order 11246, as amended, in connection with its selection procedures for applicants in the Order Selector job title. It also says that Sysco Denver 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 the payment of at least \$XXXX (less deductions required by law) (the “Payment”) by Sysco Denver to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Sysco Denver, 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 had which relate to my non-selection for employment as an Order Selector on the basis of my sex at any time through the date that I sign this Release (the “Effective Date of this Release”). By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Sysco Denver through the Effective Date of this Release.

II.

I understand that Sysco Denver denies that it treated me unlawfully or unfairly in any way and that Sysco Denver 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 to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on December 21, 2020. I further agree that the Payment by Sysco Denver to me is not to be construed as an admission of any liability by Sysco

Denver.

III.

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

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Class Members (the "Notice"), by the deadline listed on the Notice, I will not be entitled to receive the Payment or a potential job offer from Sysco Denver.

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

Printed Name

Signature