

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

SODEXO INC. - INDIANA STATE UNIVERSITY  
218 N. 6<sup>TH</sup> STREET  
TERRE HAUTE, INDIANA 47809

### PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Sodexo Inc.'s operations located at Indiana State University (hereinafter "Sodexo-ISU"), 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809 and found that Sodexo-ISU was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3.

OFCCP notified Sodexo-ISU of the specific violations found and the corrective actions required in a Notice of Violations issued on February 07, 2019. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sodexo-ISU enter this contract ("Conciliation Agreement" or "Agreement"), incorporating the attachments by reference, and agree to all the terms stated below.

### PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sodexo-ISU's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Sodexo-ISU violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sodexo-ISU agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Sodexo-ISU will permit access to its premises at its Terre Haute, IN establishment during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Sodexo-ISU understands that nothing in this Agreement relieves Sodexo-ISU of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Sodexo-ISU promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, or VEVRAA, or engages in any activity listed at 41 C.F.R. §60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced in this Agreement. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement will become effective on the date it is signed by the Acting Regional Director ("the Effective Date").
9. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified in this Agreement.
10. This Agreement will expire sixty (60) days after Sodexo-ISU submits the final progress report required in Part IV, below, unless OFCCP notifies Sodexo-ISU in writing prior to the expiration date that Sodexo-ISU has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine Sodexo-ISU has met all of its obligations under the Agreement.
11. If Sodexo-ISU violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. §60-1.34 will govern:
    - 1) If OFCCP believes that Sodexo-ISU violated any term of the Agreement while it was in effect, OFCCP will send Sodexo-ISU a written notice stating the alleged violations and summarizing any supporting evidence.

- 2) Sodexo-ISU will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
  - 3) If Sodexo-ISU is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Sodexo-ISU may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.
12. This Agreement does not constitute an admission by Sodexo-ISU of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Sodexo-ISU violated any laws.

### PART III. SPECIFIC VIOLATIONS AND REMEDIES

#### A. FAILURE TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY

1. STATEMENT OF VIOLATION. OFCCP alleges that Sodexo-ISU discriminated against 134 qualified male applicants ("Class Members") for positions in Job Group 09E Service Worker (Entry Level) on the basis of sex during the period of January 13, 2012 through February 18, 2014. Sodexo-ISU's failure to afford male applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. §60-1.4(a)(1).

Specifically, OFCCP's analysis of records obtained from Sodexo-ISU revealed that from a qualified applicant pool of [REDACTED] males and [REDACTED] females, Sodexo-ISU hired [REDACTED] males [REDACTED] and [REDACTED] females [REDACTED]. This disproportionate hiring pattern is statistically significant at a rate of [REDACTED] standard deviations with a shortfall of 13 male hires.

REMEDY FOR AFFECTED CLASS. Sodexo-ISU has agreed to: (a) make reasonable efforts to locate 134 Male Class Members (Attachment A) and to provide all located Male Class Members with a make whole remedy, including back pay; (b) make job offers to Male Class Members until 13 Male Class Members are hired, or the Male Class Member list is exhausted, into 09E Service Worker (Entry Level) positions at the current rate of pay with a retroactive seniority date of the Male Class Member's original application date; (c) prevent retaliation, harassment, and any other form of reprisal or adverse action to any Male Class Members based on or in relation to the terms of this Remedy; (d) review Sodexo-ISU's selection process and ensure that practices that led to the discrimination have been

eliminated; (e) develop procedures to review at least annually, the selection process for ensuring nondiscrimination, and (f) take action to assure that this violation has ceased and does not recur.

Notice. Within thirty (30) days<sup>1</sup> of the Effective Date of this Agreement, Sodexo-ISU will notify Class Members listed in Attachment A of the terms of this Agreement by regular mail. Sodexo-ISU shall include the Notice to Class Member (Attachment B, hereinafter "Hiring Notice"), Class Member Information Verification & Employment Interest Form (Attachment C, hereinafter "Hiring Interest Form"), Class Member Release of Claims under Executive 11246 (Attachment D, hereinafter "Hiring Release"), and a postage paid return envelope (hereinafter collectively referred to as "Hiring Notification Package").

Each Class Member or the Class Member's legal representative in the event that the Class Member is deceased, shall be instructed to respond by within 30 days. A list of individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by the thirtieth (30) day will be provided electronically to OFCCP, including name and address to which the Hiring Notification Package was sent. This report shall be sent to OFCCP, Indianapolis District Office, on or before the seventy-fifth day after the Effective Date.

OFCCP will attempt to obtain and provide updated addresses to Sodexo-ISU within 15 days of receiving the list from Sodexo-ISU. Within five days of receiving OFCCP's updated contact information, Sodexo-ISU agrees to mail a second Hiring Notification Package to all individuals for whom OFCCP provided updated addresses.

If a Class Member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided or providing unsigned documents) Sodexo-ISU will notify OFCCP within 10 days and OFCCP will follow up with that individual to attempt to obtain the missing information. Sodexo-ISU will provide this notification to OFCCP by emailing (b) (7)(C), (b) (7)(E)@dol.gov. In that email Sodexo-ISU will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

Eligibility. All Class Members who timely respond to the first or second mailing and return fully executed and completed copies of the applicable attachments from the Hiring Notification Package will equally share in the monetary settlement ("Eligible Class Members") and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for a 09E Service Worker (Entry Level), as set forth below. If a Class Member does not return a completed Claim Form and executed Release to Sodexo-ISU within 125 days from the Effective Date of this Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

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<sup>1</sup> All references to "days" in this Agreement are to calendar days. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.

Within 135 days of the Effective Date of the Agreement, Sodexo-ISU will provide OFCCP with the list of all Class Members who timely returned a completed Claim Form and executed Release. Within 15 days of OFCCP receiving Sodexo-ISU's list of Class Members, OFCCP will review and approve the final list of Eligible Class Members or discuss with Sodexo-ISU any issues necessary to finalize the list. The monetary settlement will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to an equal share of the settlement funds regardless of whether they are interested in employment with Sodexo-ISU.

Monetary Settlement. In settlement of all potential claims for back pay and other monetary relief for 09E Service Worker (Entry Level) positions, Sodexo-ISU agrees to pay the total amount of \$50,000.00, less legal deductions required by law. The total amount of \$50,000.00 shall be referred to hereafter as the "Settlement Fund." This monetary settlement is a negotiated amount that represents back pay, less interim earnings, and takes into account the average tenure of those persons hired into 09E Service Worker (Entry Level) positions during the review period.

Within one hundred and seventy five (175) days of the Effective Date of this Agreement, Sodexo-ISU shall distribute the Settlement Fund, less deductions required by law, equally among all Eligible Class Members by mailing a check to each Eligible Class Member representing the Eligible Class Member's pro rata share of the total amount in the Settlement Fund. Sodexo-ISU shall make all legal deductions required by law (*i.e.*, federal, state and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of social security withholding. Sodexo-ISU will mail a Form W-2 to each Eligible Class Member either with the check or consistent with Sodexo-ISU's business practices.

Within 10 days of Sodexo-ISU's receipt of a returned check from an Eligible Class Member, Sodexo-ISU shall notify OFCCP of this fact via email to Assistant District Director, David Smith at the email address provided in this Agreement. OFCCP shall attempt to locate the Eligible Class Member and if OFCCP obtains an alternative address, Sodexo-ISU shall re-mail the checks. Any checks that remain uncashed within one hundred and twenty (120) days after the initial date mailed to an Eligible Class Member shall be void.

With respect to any funds in the Settlement Fund that remain undistributed after one hundred twenty (120) days from the date the checks were mailed, Sodexo-ISU will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds divided equally would result in a payment of \$40.00 or more to each of the located Eligible Class Members.

If the total amount of uncashed funds would result in a payment of less than \$40.00 to each Eligible Class Member who cashed his or her first check, Sodexo-ISU shall use those uncashed funds to provide training in equal employment opportunity to its personnel in

addition to training its managers on their obligations under Executive Order, Section 503 and VEVRAA.

Employment. As 09E Service Worker (Entry Level) positions at the Indiana State University facility become available, Sodexo-ISU will extend conditional job offers to qualified Eligible Class Members not currently employed by any Sodexo facility who (1) timely return a completed Claim Form expressing interest in employment with Sodexo at its Indiana State University operation in a 09E Service Worker (Entry Level) position, (2) timely return a fully-executed Release in accordance with the instructions contained in the Notice, (3) complete an updated employment application and (4) meet Sodexo's job requirements.<sup>2</sup> Any Eligible Class Member who was previously hired by Sodexo-ISU for a 09E Service Worker (Entry Level) position shall not be eligible to receive a conditional job offer pursuant to the terms of this Agreement.

Sodexo-ISU shall extend job offers until thirteen (13) Eligible Class Members have been hired or until the list is exhausted, whichever occurs first. Eligible Class Members shall be considered in the order that Sodexo-ISU received their completed Claim Forms expressing an interest in employment at Sodexo-ISU. If Claim Forms are received the same day, the earliest original application date of the Eligible Class Member will determine the order of employment consideration. Sodexo-ISU shall not impose more stringent or different hiring criteria than imposed during the review period for Eligible Class Members. Sodexo-ISU shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring an Eligible Class Members on the Hiring Priority Employment List who received a job offer.

Eligible Class Members shall be responsible for notifying Sodexo-ISU of any changes in their contact information. Conditional job offers will be made in writing and sent by first-class mail or email. Eligible Class Members will be allowed at least one week to accept a written conditional job offer and an additional two weeks to report to work after receiving a written conditional job offer from Sodexo-ISU or the offer will be withdrawn by Sodexo-ISU and Sodexo-ISU shall be under no further obligation to hire such Eligible Class Member under this Agreement. The hire and seniority date of each Eligible Class Members who accepts an offer and is hired shall be their original application date. The seniority date shall be used solely for purposes of determining seniority for vacation and layoffs. Once hired, Eligible Class Members will be subject to the same probationary period, attendance, performance standards, leave of absence, job-bidding requirements, and any other applicable waiting periods as other similarly-situated newly hired 09E Service Worker (Entry Level) Employees at Sodexo-ISU.

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<sup>2</sup> In order to receive a 09E Service Worker (Entry Level) conditional job offer, an Eligible Class Member must : 1) not be a current Sodexo employee; 2) not have been previously hired by Sodexo; 3) complete an on-line application with Sodexo; 4) meet qualifications that are required for the 09E Service Worker position; 5) agree to submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check); 6) be eligible to work in the United States; and 7) agree to accept work hours, wages, overtime, and shift requirements according to Sodexo's needs and assignments.

It is anticipated that Sodexo-ISU will complete the hiring obligations under this Agreement within twenty-four (24) months of the Effective Date of this Agreement or when the list of Eligible Class Members expressing an interest is exhausted, whichever occurs first.

B. NON-MONETARY REMEDIES. Sodexo-ISU will ensure that all applicants and employees are afforded equal employment opportunities.

1. STATEMENT OF VIOLATION. OFCCP alleges that Sodexo-ISU failed to evaluate the individual components of its selection process in accordance with the requirements of 41 C.F.R. §60-3.4(c). Specifically, Sodexo-ISU failed to evaluate the individual components of its selection process for statistically significant adverse impact against Male applicants to 09E Service Worker (Entry Level) positions.

REMEDY. Sodexo-ISU agrees that, should Sodexo's separate facility exemption/waiver expire during the term of this Agreement, Sodexo-ISU will conduct an accurate adverse impact analysis in accordance with 41 C.F.R. §60-3.4(c). If adverse impact is identified in the total selection process, Sodexo-ISU 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, Sodexo-ISU will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.<sup>3</sup>

2. STATEMENT OF VIOLATION. OFCCP alleges that Sodexo-ISU failed to implement an auditing system that periodically measured the effectiveness of its total affirmative action program in accordance with 41 C.F.R. §60-2.17(d). Specifically, Sodexo-ISU failed to conduct annual adverse impact analyses, which precluded the establishment from accurately monitoring its hiring process and from reporting and reviewing its results with all levels of management of its affirmative action program.

REMEDY. Sodexo-ISU agrees that, should Sodexo's separate facility exemption/waiver expire during the term of this Agreement, Sodexo-ISU will agree to implement an auditing system that measures the effectiveness of its total affirmative action program in accordance with the requirements of 41 C.F.R. §60-2.17(d).<sup>4</sup>

#### **PART IV. REPORTS REQUIRED**

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<sup>3</sup> In accordance with the exemption/waiver granted by OFCCP on October 7, 2016, which has been submitted by Sodexo for renewal, reporting requirements will not be included for this citation at this time or during any exemption/waiver extension granted to Sodexo.

<sup>4</sup> In accordance with the exemption/waiver granted by OFCCP on October 7, 2016, which has been submitted by Sodexo for renewal, reporting requirements will not be included for this citation at this time or during any exemption/waiver extension granted to Sodexo.

Sodexo-ISU will submit the documents and reports described below to: David A. Smith, Assistant District Director, OFCCP, 46 E. Ohio St., Rm 419, Indianapolis, IN 46204  
(b) (7)(C), (b) (7)(E)@dol.gov or his designee.

- A. Sodexo-ISU will submit two (2) progress reports for the Indiana State University establishment covering each period this Agreement is in effect. The first progress report will be due on the last day of the thirteenth month after the Effective Date covering the Effective Date of this Agreement through the end of the twelfth month. The second report will be due twelve months after the first covering the period of thirteenth through the twenty-fourth month.
- B. Sodexo-ISU will submit the following in each report:
1. Documentation of attempts to contact all Class Members in Attachment A, and the current disposition of each applicant contacted, including copies of the notification letters sent; and
  2. Copies of all letters returned by Class Members, as well as copies of envelopes returned as undeliverable.
  3. Documentation of monetary payments to all Eligible Class Members as specified in Part III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the check number and the amount of the check. Sodexo-ISU must provide OFCCP with verification of all payments upon request.
  4. Documentation of specific hiring activity efforts and results for each Eligible Class Member offered and/or hired into 09 Service Workers (Entry Level) positions, as defined in this Agreement, at the Indiana State University establishment pursuant to the terms of this Agreement, including name, date of offer/hire, job title hired into, rate of pay and proof of retroactive seniority for all purposes except for benefit calculations and retirement benefits vesting;
  5. For Eligible Class Members who were considered for employment in 09E Service Worker (Entry Level) positions at the Indiana State University establishment but were not hired, Sodexo-ISU will provide the reason for non-hire along with relevant documentation supporting the non-selection;
  6. List of hired Class Members with applied seniority date.
- C. Should Sodexo's separate facility exemption/waiver granted by OFCCP expire during the term of this Agreement, Sodexo-ISU will report:

1. The total number of applicants and hires and the breakdown by sex of applicants and hires in 09E Service Worker (Entry Level) positions at the Indiana State University establishment during the reporting period, including all workers who were referred to and/or assigned to work at Sodexo-ISU by a staffing firm or employment agency;
2. For 09E Service Workers (Entry Level) positions at the Indiana State University establishment, the results of Sodexo-ISU analysis as to whether its total selection and placement process has adverse impact in the particular job group or job title, as defined in 41 C.F.R. §60-3.4D, on the basis of sex, for purposes of the adverse impact analysis. Sodexo-ISU must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; for subsequent reports Sodexo-ISU must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period.
3. Should adverse impact exist in Sodexo-ISU analysis specified in item (6) above, Sodexo-ISU shall provide the results of its further evaluation of the individual components of the selection and placement process. Sodexo-ISU shall make this evaluation in accordance with the requirements of 41 C.F.R. §60-3.4(c).

**PART V. SIGNATURES**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sodexo Inc.

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

TOM MORSE  
Senior Vice President and General Counsel  
Sodexo, Inc.

Date: 9/30/19

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

MAXINE L. MANUS

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

CARMEN NAVARRO  
Acting Regional Director  
OFCCP, Midwest Region

Date: 9/30/2019

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District Director  
OFCCP, Indianapolis District Office

Date: 9/30/19

ATTACHMENT A  
CLASS MEMBER LIST

Name	Application Date
(b) (6), (b) (7)(C)	3/19/2013
(b) (6), (b) (7)(C)	3/20/2013
(b) (6), (b) (7)(C)	12/27/2012
(b) (6), (b) (7)(C)	4/1/2013
(b) (6), (b) (7)(C)	10/8/2013
(b) (6), (b) (7)(C)	9/5/2013
(b) (6), (b) (7)(C)	8/13/2012
(b) (6), (b) (7)(C)	10/20/2012
(b) (6), (b) (7)(C)	11/11/2013
(b) (6), (b) (7)(C)	5/29/2012
(b) (6), (b) (7)(C)	3/18/2013
(b) (6), (b) (7)(C)	8/9/2012
(b) (6), (b) (7)(C)	10/21/2013
(b) (6), (b) (7)(C)	12/12/2012
(b) (6), (b) (7)(C)	9/17/2013
(b) (6), (b) (7)(C)	9/4/2012
(b) (6), (b) (7)(C)	12/27/2012
(b) (6), (b) (7)(C)	2/6/2013
(b) (6), (b) (7)(C)	3/29/2012
(b) (6), (b) (7)(C)	9/6/2012
(b) (6), (b) (7)(C)	7/31/2013
(b) (6), (b) (7)(C)	12/5/2012
(b) (6), (b) (7)(C)	8/16/2012
(b) (6), (b) (7)(C)	8/1/2012
(b) (6), (b) (7)(C)	3/29/2012
(b) (6), (b) (7)(C)	8/1/2012
(b) (6), (b) (7)(C)	10/2/2012
(b) (6), (b) (7)(C)	2/1/2013
(b) (6), (b) (7)(C)	8/1/2012
(b) (6), (b) (7)(C)	9/10/2013
(b) (6), (b) (7)(C)	8/18/2012
(b) (6), (b) (7)(C)	9/14/2012
(b) (6), (b) (7)(C)	8/12/2012
(b) (6), (b) (7)(C)	2/3/2014
(b) (6), (b) (7)(C)	8/29/2012
(b) (6), (b) (7)(C)	11/26/2013
(b) (6), (b) (7)(C)	3/20/2012
(b) (6), (b) (7)(C)	7/31/2012
(b) (6), (b) (7)(C)	4/9/2013

Name	Application Date
(b) (6), (b) (7)(C)	9/23/2013
	11/12/2013
	9/30/2013
	8/3/2012
	2/29/2012
	9/25/2012
	7/29/2013
	10/24/2012
	8/7/2012
	8/8/2012
	10/25/2012
	2/19/2013
	10/1/2013
	12/6/2013
	4/10/2013
	8/30/2012
	2/27/2012
	12/11/2013
	10/29/2012
	9/28/2012
	12/3/2013
	10/12/2012
	9/12/2013
	11/6/2012
	10/24/2013
	2/28/2012
	10/7/2013
	11/27/2013
	10/17/2013
	1/15/2013
	2/4/2013
	9/5/2013
	3/1/2012
	10/29/2012
	8/8/2012
	8/16/2012
	8/1/2012
	10/15/2012
	3/13/2012
	8/7/2012
	8/8/2012
	8/8/2012

Name	Application Date
(b) (6), (b) (7)(C)	8/23/2012
	9/4/2012
	1/29/2014
	11/13/2012
	12/27/2012
	3/19/2012
	9/26/2013
	10/15/2012
	9/17/2012
	8/13/2012
	3/21/2013
	9/14/2012
	2/4/2013
	12/27/2012
	1/18/2013
	1/28/2013
	12/10/2013
	8/18/2012
	10/25/2012
	4/20/2012
	12/27/2012
	10/21/2013
	9/2/2013
	1/27/2014
	9/13/2013
	1/2/2013
	7/9/2012
	8/17/2012
	10/24/2012
	4/13/2012
	9/17/2012
	3/6/2013
	9/4/2013
	2/2/2014
	1/12/2013
	1/30/2014
	10/25/2012
	1/28/2013
	9/16/2013
	2/4/2013
	4/9/2012
	8/24/2012

Name	Application Date
(b) (6), (b) (7)(C)	7/31/2013
	3/12/2012
	9/17/2012
	3/6/2012
	3/5/2012
	9/14/2012
	2/26/2013
	3/29/2012
	8/8/2012
	8/15/2012
	9/25/2013

**Attachment B**  
**Class Member Notice**

*You may be eligible to receive money and a job offer because of a legal settlement between Sodexo at Indiana State University 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 Sodexo, Inc., a contractor at Indiana State University (hereinafter "Sodexo"), that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and a job with Sodexo at its operations in the Indiana State University account at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809.*

**ARE YOU AFFECTED?**

If you are a Male applicant who applied and was not hired for a Job Group 09E Service Worker (Entry Level) position at Sodexo's operations at its Indiana State University account between January 13, 2012 – February 18, 2014, you 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 Sodexo's hiring practices during the period from January 13, 2012 – February 18, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP issued a Notice of Violations alleging that Sodexo discriminated against Male applicants in hiring in job group 09E Service Workers positions at its operations in Indiana State University.

Sodexo denies those claims and there have not been any adjudicated findings that Sodexo violated any laws or discriminated against you. Ultimately, although Sodexo disagreed with OFCCP's findings, OFCCP and Sodexo have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and Sodexo's agreement, Sodexo will pay money to some rejected applicants for job group 09E Service Worker positions who applied at Sodexo's Indiana State University operation during the relevant time frame. Sodexo will also offer jobs to some of these rejected applicants.

## WHAT DOES THIS MEAN FOR YOU?

Because you applied and/or were considered for but not hired into a job group 09E Service Worker (Entry Level) position during the relevant time frame, this settlement may provide you with some specific benefits:

- 1) You may be eligible to receive a monetary payment of at least \$XXX (before taxes). This payment represents an equal share of back wages that Sodexo is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law such as federal, state and/or local taxes, Social Security contributions, and payroll deductions. It may take up to 180 days from the date of this Notice before you receive any monetary payment.
- 2) Sodexo will be making conditional job offers for Job Group 09E Service Workers (Entry Level) 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 conditional Job Group 09E Service Worker (Entry Level) job with Sodexo, please express your interest on the enclosed Claim Form. Those receiving this notice that are deemed eligible will be considered for a Job Group 09E Service Worker (Entry Level) position as they become available after the claims process is complete. Conditional job offers will be made in the order that Sodexo receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a Job Group 09E Service Worker (Entry Level) job offer under this Agreement, you must 1) not be a current Sodexo employee; 2) not have been previously hired by Sodexo; 3) complete an on-line application with Sodexo; 4) meet qualifications that are required for the Job Group 09E Service Worker (Entry Level) position; 5) agree to submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check); 6) be eligible to work in the United States; and 7) agree to accept work hours, wages, overtime, and shift requirements according to Sodexo's needs and assignments.
- 3) To receive the monetary payment and to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

## WHAT IS YOUR NEXT STEP?

You should carefully read this Notice as well as the Claim Form and the Release that are enclosed with the Notice as well as any other information you received from the Department of Labor or Sodexo regarding this settlement.

Please do not ignore these documents or throw them away.

It is very important that you fill out and return the Claim Form and Release by the deadline. Otherwise, you will miss out on an opportunity to receive money and an opportunity for a job with Sodexo under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return both the Claim Form and Release of Claims by date here to:

**Settlement Administrator**  
**OFCCP - Sodexo-ISU**  
**Title**  
**Address**  
**Phone**  
**XXXX**

**The Claim Form and Release must be postmarked by date here**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**You must follow all of the instructions in this notice and return all of the documents by the deadline of [insert actual date] to receive any money or any other benefits provided by the settlement. If you fail to return the required documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, a possible job offer, or any other relief provided to you by the settlement.**

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

If you have any questions, you may contact OFCCP Compliance Officers (b) (7)(C), (b) (7)(E) (b) (7)(C), (b) (7)(E)@dol.gov), or Assistant District Director David A. Smith (b) (7)(C), (b) (7)(E)@dol.gov) at OFCCP's Indianapolis District Office at (317) 226-5860 or via email. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

Attachment C – CLAIM FORM

CLAIM FORM

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PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY  
(BACK WAGES) AND A JOB OFFER  
FROM THE SETTLEMENT BETWEEN OFCCP AND SODEXO

DEADLINE TO RESPOND IS date here

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement described in the Notice and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job offer.

To receive an award (such as money and a job offer), you must complete and return this Claim Form and the Release of Claims by mail on or before date here, to

Settlement Administrator

Title  
Address  
Phone  
XXXX

If you do not submit a properly completed Claim Form and executed Release on or before date here, then your claim will not be timely, you will not receive any money from this settlement, and you cannot be considered for a job offer as part of this settlement.

Enclosed is a stamped, pre-addressed envelope you can use to return your Claim Form and Release by date here.

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and to process your payment, and
- (2) To allow you to express interest in a job offer as a result of the settlement.

NOTE: This Claim Form is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

**Step 1: Please provide the following contact information to process your payment (print and/or write legibly).**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

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

**It is very important that you notify Sodexo at the address below if your address changes within the next 12 months. If you have a change to your address or have any questions about this Claim Form, the Notice, the Release, or the settlement, please notify the following at the below address:**

**Settlement Administrator  
Title  
Address  
Phone  
XXXX**

**Please provide your social security number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_**  
*Your Social Security Number is required 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 sex:**

Male       Female

**Step 2: Inform us if you are interested in a job group 09E Service Worker (Entry Level) position and if you have previously worked for or currently work for Sodexo (choose all that apply):**

- Yes, I am interested in a Job Group 09E Service Worker (Entry Level) position with Sodexo at its operations at Indiana State University, located at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809. I understand that to be eligible for a job, I must 1) not be a current Sodexo employee; 2) not have been previously hired by Sodexo; 3) complete an on-line application with Sodexo; 4) meet qualifications that are required for the Job Group 09E Service Worker position; 5) agree to submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check); 6) be eligible to work in the United States; and 7) agree to accept work hours, wages, overtime, and shift requirements according to Sodexo's needs and assignments.
- No, I am not interested in a Job Group 09E Service Worker (Entry Level) position with Sodexo at its Indiana State University operation located at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809.
- I am currently employed by Sodexo in the position of \_\_\_\_\_ at its operations located at \_\_\_\_\_ (account) in \_\_\_\_\_ (city/state).
- I was previously employed by Sodexo:  
 Name at time of employment: \_\_\_\_\_  
 Sodexo Location: \_\_\_\_\_  
 Dates of employment: \_\_\_\_\_

**Step 3: Sign and return along with the signed Release**

I certify the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment D  
**RELEASE OF CLAIMS UNDER  
EXECUTIVE ORDER 11246**

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE  
COMPLETING THIS RELEASE. YOU MUST RETURN THIS SIGNED RELEASE  
TO RECEIVE MONEY AND A POTENTIAL JOB OFFER AS PART OF THE  
SETTLEMENT BETWEEN OFCCP AND SODEXO**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sodexo, Inc. ("Sodexo") providing you with money and a potential job offer, you agree that you will not file any lawsuit, administrative action and/or complaint, against Sodexo for allegedly violating Executive Order 11246 in connection with your application for and rejection from employment for a Job Group 09E Service Worker (Entry Level) position at Sodexo's account in Indiana State University, located at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809. This Release also says that Sodexo does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return all of the documents by a certain date, you will not receive any money or a potential job offer as part of this settlement.

In consideration of Sodexo's monetary payment of at least \$ XXX (less deductions required by law) and a potential job offer for a job group 09E Service Worker (Entry Level) position with Sodexo at Indiana State University, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Sodexo, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, past and present employees, representatives, agents, attorneys, successors, affiliates, 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) which relate in any way to my application for or failure to receive a job group 09E Service Worker (Entry Level) position at Sodexo's operations at Indiana State University, located at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809, during the period from January 13, 2012 – February 18, 2014.

**II.**

I understand that Sodexo denies that it treated me unlawfully or unfairly in any way and that Sodexo entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the monetary payment and a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Sodexo initiated on February 20, 2014. I further agree

that the monetary payment and potential job offer by Sodexo to me is not to be construed as an admission of any liability or wrongdoing by Sodexo.

### III.

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

I understand that if I do not sign this Release and return it to [settlement administrator contact] within thirty (30) days from the date the envelope containing this Release was postmarked, then I will not be entitled to receive any monetary payment (less deductions required by law) or a potential job offer for a Job Group 09E Service Worker (Entry Level) position with Sodexo at Indiana State University located at 218 N. 6<sup>th</sup> Street, Terre Haute, IN 47809 under the terms of the Agreement.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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