

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

And

SODEXO, INC.
1201 W. Frank Avenue, Lufkin, TX 75904
301 University Blvd., Galveston, TX 77555

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Sodexo, Inc.'s ("Sodexo") operations located at CHI St. Luke's Health-Memorial Lufkin, 1201 W. Frank Avenue, Lufkin, Texas 75904 ("Sodexo-Lufkin") and University of Texas Medical Branch ("UTMB"), 301 University Blvd., Galveston, Texas 77555 ("Sodexo-Galveston") and found that Sodexo was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3, and 60-4. OFCCP notified Sodexo of the specific violations found and the corrective actions required in a Notice of Violations issued on December 12, 2014 for the Sodexo-Lufkin location and on September 28, 2017 for the Sodexo-Galveston location. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sodexo enter this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sodexo'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 violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sodexo 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 will permit access to Sodexo-Lufkin and Sodexo-Galveston during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Sodexo understands that nothing in this Agreement relieves Sodexo 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, and other applicable equal employment laws.
4. Sodexo 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, and/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 herein. 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 becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Sodexo submits the final progress report required in Part IV (D), below, unless OFCCP notifies Sodexo in writing prior to the expiration date that Sodexo has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Sodexo has met all of its obligations under the Agreement.
10. If Sodexo 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 violated any term of the Agreement while it was in effect, OFCCP will send Sodexo a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Sodexo will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Sodexo 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 may be subject to the sanctions set forth in 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Sodexo of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Sodexo violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

- I. VIOLATION: OFCCP found that Sodexo-Lufkin is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Sodexo-Lufkin's hiring process and selection procedures revealed a pattern or practice of disparate treatment discrimination against male and black applicants for positions in the 09E Service Worker-Entry Level job group during the period of January 28, 2009 through January 27, 2011 (review period). OFCCP found that male and black applicants were disproportionately eliminated from consideration for employment.

The refined analysis of the selection process consisted of (b) (7)(E) male applicants, (b) (7)(E) (b) (7)(E) % of whom were hired, and (b) (7)(E) female applicants, (b) (7)(E) (b) (7)(E) % of whom were hired. The disparity in the selection rates is statistically significant against males at (b) (7)(E) standard deviations with a shortfall of 17.

The applicant pool also consisted of (b) (7)(E) black applicants, of whom (b) (7)(E) (b) (7)(E) % were hired; (b) (7)(E) white applicants with (b) (7)(E) white hires; (b) (7)(E) Hispanic applicant with (b) (7)(E) hires; (b) (7)(E) Native American applicant who was not hired; and (b) (7)(E) Pacific Islander applicant who was hired. The disparity in the selection rate is statistically significant against blacks at (b) (7)(E) standard deviations with a shortfall of 12. OFCCP realizes there are black males in both analyses; therefore, for remedy purposes, OFCCP made adjustments in the shortfalls and the adjusted shortfall is 23.

REMEDY: Sodexo agrees to immediately cease any hiring practices and/or policies that unlawfully adversely impact applicants for employment on the basis of gender, race and/or ethnicity and will take the following corrective actions with respect to Sodexo Lufkin:

- a) Revision and/or Review of the Hiring Process, Implementation, and Training: Within 60 calendar days of the Effective Date of this Agreement, Sodexo will provide a written copy of the process the company will use to recruit, track, and hire applicants for Service Worker positions at Sodexo-Lufkin (hereinafter the "Hiring Process"). Specifically, Sodexo will:

- (i) Ensure that it has a job description and selection process for the Sodexo-Lufkin Service Worker positions which describes: the essential functions for each position; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
- (ii) Ensure that it has developed specific, job-related qualification standards for Sodexo-Lufkin Service Worker positions that reflect the duties, functions, and competencies for each position to minimize the potential for race and gender stereotyping or other unlawful discrimination;
- (iii) Ensure all policies and qualification standards are uniformly applied to all applicants;
- (iv) Ensure that job postings list the minimum qualifications for Sodexo-Lufkin's Service Worker positions, including required skills and certifications.
- (v) Ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the Effective Date of this Agreement, Sodexo will fully implement the Hiring Process, including any revisions that are made as a result of this Agreement, and will provide training on the Hiring Process to all individuals involved in any way in the recruitment, selection, or tracking of applicants who have not yet been trained. During the term of this Agreement, Sodexo also agrees to train individuals hired or transferred into such positions at Sodexo-Lufkin within 60 calendar days of the new assignment who have not yet been trained. The training will include specific instruction on the proper implementation of the procedures identified in paragraphs (i) through (v) above.

- b) Notification: Within 30 calendar days of the Effective Date of this Agreement, Sodexo will notify the Class Members listed in Attachment 1A of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Affected Class (Attachment 2A, "Notice Form"), Claim Form (Attachment 3A), the Release of Claims Under Executive Order 11246 (Attachment 4A, "Release"), and a postage-paid return envelope. Sodexo will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 75 calendar days of the effective date, Sodexo will provide OFCCP with a list of those Class Members who have not yet responded to the Notice Form and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to Sodexo. OFCCP will provide updated address information to Sodexo within 10 calendar days of receiving the list. Sodexo agrees to mail by first class mail a second Notice, Claim Form, Release, and postage-paid return envelope to Class Members OFCCP locates within five days of receipt of the new contact information.

- c) Eligibility: All Class Members listed on Attachment 1A who sign and return the Release and Claim Form to Sodexo or OFCCP within 135 calendar days of the Effective Date of the Agreement ("Eligible Class Members") will equally share the monetary settlement, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for a position at Sodexo pursuant to this Agreement. If a Class Member has not returned a fully executed Release and Claim Form to Sodexo within 135 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 140 calendar days of the Effective Date of this Agreement, Sodexo will provide OFCCP with the lists of all Eligible Class Members who returned the Claim Form and Release within 135 calendar days of the Effective Date of the Agreement, along with a copy of each executed Release and Claim Form it received. OFCCP will provide Sodexo with all original executed Release and Claim Forms it received. Within 155 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with Sodexo any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to a share of the monetary settlement regardless of whether they are interested in employment with Sodexo-Lufkin.

- d) Employment: As Service Worker positions become available, Sodexo-Lufkin will extend job offers to qualified Eligible Class Members who express an interest in employment with Sodexo, who were not already hired by Sodexo in a Service Worker position since January 11, 2011, and who are not currently employed by Sodexo until 23 Eligible Class Members are hired as Service Workers or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. The employment by Sodexo of any Eligible Class Member who was hired by Sodexo within the review period will be credited against Sodexo's preferential hiring obligation.

Eligible Class Members will be considered for employment in the order that Sodexo receives their Claim Forms. If Sodexo receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application.

Sodexo must initiate its hiring of Eligible Class Members and will complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted.

Eligible Class Members shall be responsible for notifying Sodexo of any changes in their addresses or other contact information, and must successfully complete Sodexo's hiring process. Sodexo shall not impose more stringent or different hiring criteria on the Eligible Class Members. Eligible Class Members will be allowed at least three days to accept a job offer and an additional three days to report for work after being notified of

successful completion of pre-employment checks. Pursuant to this Agreement, eligible Class Members hired into Service Worker positions must be paid the current wage rate for the position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly-situated employees.

Before being hired into a position, Eligible Class Members who indicate an interest in employment on their completed Interest Form must meet the following hiring qualifications and criteria: (1) must not have been hired by Sodexo into a Service Worker position since 2011; (2) must not be currently working for Sodexo; (3) must complete an on-line employment application; (4) must pass a pre-employment drug test; (5) must pass a pre-employment, post-offer health screening; (6) must pass a pre-employment background check; (7) must be eligible to work in the United States; (8) must meet the qualifications for the open position as set forth in the job description; and (9) must agree to accept work hours, overtime, and shift requirements according to Sodexo needs and assignments. If an Eligible Class Member is disqualified based upon his or her failure to meet any of these job-related qualifications, Sodexo will provide OFCCP with documentation supporting such disqualification.

- e) Monetary Settlement: Within 30 calendar days of the Effective Date of this Agreement, Sodexo will deposit \$105,000 into an interest-bearing account for distribution to the Eligible Class Members. The \$105,000 amount consists of \$84,000 in back pay and \$21,000 in interest.

Sodexo agrees to distribute the amount less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class members on the final approved list. Sodexo will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed either with the settlement check or by the deadline imposed by applicable law. Sodexo will disburse the monetary settlement within 30 calendar days after OFCCP approves and provides Sodexo with a copy of the final list of Eligible Class Members.

Within ten calendar days of Sodexo's receipt of a check to an Eligible Class Member returned as undeliverable, Sodexo will notify OFCCP of this fact via e-mail sent to Houston District Director Karen Hyman (**(b) (6), (b) (7)(C)**@dol.gov). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Sodexo will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 90 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Sodexo will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$40.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$40.00 to each located Eligible Class Member who cashed the first distribution check, Sodexo will use those

uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III -- Paragraph (a) of Remedy for Violation 1.

2. VIOLATION: OFCCP found that Sodexo is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Sodexo's placement of new hires into the 09E Service Worker - Entry Level (Service Worker) job group at Sodexo-Lufkin and Sodexo-Galveston revealed that, on average, female hires were disproportionately hired into lower paying Housekeeping Attendant positions as compared to similarly-situated male hires, who were more likely, on average, to be hired into higher-paying Floor Technician positions.

- *Sodexo-Lufkin* - OFCCP reviewed the placement of females in the Service Worker positions during the period of January 28, 2009 through January 27, 2011 and found that (b) (7)(E) % of all females hired during the review period were hired into the Housekeeping Attendant positions, which had the lowest starting salary. OFCCP also found that (b) (7)(E) % of the males hired during the review period were hired into the higher paying Floor Technician position, as compared to only (b) (7)(E) % of females who were hired as Floor Technicians. This resulted in a statistically significant disparity of (b) (7)(E) standard deviations with a shortfall of 10.

OFCCP identified 76 class members for the Sodexo-Lufkin facility.

- *Sodexo-Galveston* - OFCCP reviewed the placement of females in the Service Worker positions during the period of January 14, 2012 through January 14, 2013 and found that (b) (7)(E) % of all females hired during the review period were hired into the Housekeeper Attendant position, which had the lowest starting salary. OFCCP also found that (b) (7)(E) % of the males hired during the review period were hired into the Floor Technician position, which had a higher starting salary, as compared to only (b) (7)(E) % of females hires during the review period. This resulted in (b) (7)(E) standard deviations with a shortfall of 8.

OFCCP identified 37 class members for the Sodexo-Galveston facility.

REMEDY: Sodexo will provide an appropriate remedy to the Sodexo-Lufkin and Sodexo-Galveston class of females to include back pay, will provide an opportunity for female class members currently working for Sodexo as Housekeeping Attendants (now referred to as Environmental Services Attendants) who express interest in and are qualified for the Floor Technician position to transfer to a Floor Technician position as openings occur, and will provide training to employees involved in the placement of Service Worker hires to ensure that the violation does not recur. Sodexo agrees to continue and/or to implement the following corrective actions with respect to Sodexo-Lufkin and Sodexo-Galveston:

- a). Notification: Within 30 calendar days of the Effective Date of this Agreement, Sodexo must notify the Eligible Female Placement Class Members listed in Attachment 1B and Attachment 1C of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice for Placement (Attachments 2B and 2C,

"Notice"), Claim Form for Placement (Attachments 3B and 3C, "Claim Form"), the Release of Claims Under Executive Order 11246 (Attachment 4B, "Release"), and a postage paid return envelope. Sodexo will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 75 calendar days of the effective date, Sodexo will provide OFCCP with a list of the Eligible Female Placement Class Members who have not yet responded to the Notice and/or have not returned a signed Claim Form and Release. OFCCP will then initiate efforts to locate those class members and to provide updated contact information to Sodexo. OFCCP will provide updated address information to Sodexo within ten calendar days of receiving the list. Sodexo agrees to mail by First Class mail a second Notice, Claim Form, Release, and postage paid return envelope to Eligible Female Placement Class Members who OFCCP locates within five days of receipt of the new contact information.

- b). Eligibility: All members of the Eligible Female Placement Class (listed on Attachments 1B and 1C) who sign and return the Claim Form and Release to Sodexo or OFCCP within 135 calendar days of the Effective Date of the Agreement will equally share the monetary settlement, and those Eligible Female Placement Class Members currently employed by Sodexo who indicate an interest in placement will be eligible to be considered for a Floor Technician position at Sodexo pursuant to this Agreement. If an Eligible Female Placement Class Member has not returned the fully executed Release and Claim Form to Sodexo within 135 calendar days of the Effective Date of the Agreement, the Eligible Female Placement Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 140 calendar days of the Effective Date of this Agreement, Sodexo will provide OFCCP with the lists of all Eligible Female Placement Class Members who returned the Interest Form and Release within 135 days of the Effective Date of the Agreement, along with a copy of each executed Release and Interest Form it received. OFCCP will provide Sodexo with all original executed Release and Claim Forms it received. Within 155 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Female Placement Class Members or discuss with Sodexo any issues necessary to finalize the list, such as the inclusion or exclusion of certain Eligible Female Placement Class Members. The monetary payment discussed in paragraph c) below will be divided equally among all Eligible Female Placement Class Members on the final approved list. All Eligible Female Placement Class Members are entitled to a share of the monetary settlement regardless of whether they are interested in placement with Sodexo.

- c). Monetary Settlement (Back pay): Within 30 calendar days of the Effective Date of this Agreement, Sodexo will deposit \$95,000 into an interest-bearing account for distribution to the Eligible Female Placement Class Members. The \$95,000 amount consists of \$55,000 (\$44,000 in back wages and \$11,000 in interest) for Sodexo-Lufkin and \$40,000 (\$32,000 in back wages and \$8,000 in interest) for Sodexo-Galveston.

All Eligible Female Placement Class Members will receive an equal share of the Female Compensation Placement Settlement Amount for their respective location, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Female Placement Class Members' share of FICA taxes). Sodexo will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Female Placement Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed with the settlement check or by the deadline imposed by applicable law. Sodexo will disburse the monetary settlement within 30 calendar days after OFCCP approves and provides Sodexo with a copy of the final list of Eligible Female Placement Class Members.

Within ten calendar days of Sodexo's receipt of a check to an Eligible Female Placement Class Member returned as undeliverable, Sodexo will notify OFCCP of this fact via e-mail sent to Houston District Director Karen Hyman (b) (6), (b) (7)(C)@dol.gov). OFCCP will attempt to locate the Eligible Female Placement Class Members and if OFCCP obtains an alternate address, Sodexo will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 90 calendar days after the initial date the check was mailed to the Eligible Female Placement Class Member will be void. With respect to any uncashed funds, Sodexo will make a second distribution to all Eligible Female Placement Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$40.00 or more to each of the located Eligible Female Placement Class Member. If the total amount of un-cashed funds would result in a payment of less than \$40.00 to each located Eligible Female Placement Class Employee who cashed the first distribution check, Sodexo will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III – Paragraph (a) of Remedy for Violation 1.

- d). Placement: As Floor Technician positions become available, Sodexo will extend job offers/transfers to qualified Eligible Placement Class Members who are currently employed with Sodexo and who express an interest in the Floor Technician position until 10 Floor Technician positions have been filled at Sodexo-Lufkin and 8 Floor Technician positions have been filled at Sodexo-Galveston or until the list of currently-employed Eligible Female Placement Class Members expressing an interest in a Floor Technician position has been exhausted, whichever occurs first.

Eligible Female Placement Class Members who are currently employed with Sodexo and express an interest in a Floor Technician position shall be considered in the order of, and based on, the chronological date of each Eligible Female Placement Class Member's original hire date, starting with the Eligible Female Placement Class Member with the earliest hire date. Eligible Female Placement Class Members to whom a transfer offer is made and received will be given three (3) days in which to accept or reject the job transfer. If the Eligible Female Placement Class Member rejects the job

transfer, Sodexo's obligation to the Eligible Female Placement Class Member with respect to offering a transfer under this Agreement ceases. When the job transfer is rejected, Sodexo will proceed by offering the opportunity to the next Eligible Female Placement Class Employee based on original hire date.

Before being transferred into a Floor Technician position, Eligible Female Placement Class Members who indicate an interest in a Floor Technician position on their completed Interest Form must meet the following hiring qualifications and criteria: (1) be currently employed with Sodexo in a Housekeeping Attendant position, (2) meet the qualifications of the Floor Technician position as set forth in the job description, and (3) agree to accept work, hours and overtime, and shift requirements according to Sodexo needs and assignments. If an Eligible Female Placement Class Member is disqualified based upon her failure to meet any of these job-related qualifications, Sodexo will provide OFCCP with documentation supporting such disqualification.

Sodexo must complete its placement obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Female Placement Class Members expressing an interest is exhausted. The Eligible Female Placement Class Members who transfer into Floor Technician positions pursuant to this Agreement shall be paid \$ [REDACTED] (for Sodexo-Lufkin) and \$ [REDACTED] (for Sodexo-Galveston) per hour or the current wage rate for the Floor Technician positions, whichever is higher, and shall be provided with the same opportunities to earn overtime and shift differentials as other Floor Technician employees, if applicable. Sodexo shall provide to OFCCP the following information for all Eligible Female Placement Class Members who accept a transfer to a Floor Technician position pursuant to this Agreement: the name, current address, phone number and dates of transfer.

3. **VIOLATION:** OFCCP found that Sodexo failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Additionally, Sodexo failed to conduct and have available for inspection adverse impact analyses in accordance with the requirements of 41 CFR § 60-3.4 and 60-3.15A.
- a. *Sodexo-Lufkin* – OFCCP found that during the period of January 29, 2009 through January 27, 2011, Sodexo-Lufkin failed to preserve personnel or employment records. Specifically, during the review period, Sodexo-Lufkin failed to preserve and make available to OFCCP all applications, interview questionnaires and job offer forms. Additionally, Sodexo-Lufkin failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment exist.
 - b. *Sodexo-Galveston* – OFCCP found that during the period of January 14, 2012 through January 14, 2014, Sodexo-Galveston failed to preserve personnel or employment records. Specifically, during the review period, Sodexo-Galveston failed to preserve and make available to OFCCP all applications, self-identification forms, applicant tracking slips, interview guides, and job offer forms. Additionally, Sodexo-Galveston failed to

perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment exist.

REMEDY: Sodexo will ensure that records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR Part 60-3. Additionally, Sodexo will conduct adverse impact analyses, as that term is defined in 41C.F.R. § 60-3.15A and 60-3.4, on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or national origin/ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is detected in the total selection process, Sodexo 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 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.

PART IV. REPORTS REQUIRED

Sodexo must submit the documents and reports described below to: Karen N. Hyman, District Director, U. S. DOL/OFCCP, 2320 La Branch St., Suite 1103, Houston, Texas 77004.

- A. Within 30 calendar days of the Effective Date of this Agreement, Sodexo will provide OFCCP with the name and contact information of the person who can provide the current balance of the account and the amount of accrued interest in the escrow account holding the designated monetary settlement funds.
- B. Within 60 calendar days of the Effective Dates of this Agreement Sodexo will submit a copy of its review and/or revision of the Sodexo-Lufkin hiring process described in Part III – Paragraph (a) of Remedy for Violation 1.
- C. Pursuant to Paragraph (a) of Remedy 1, in the first progress report (as described below) Sodexo will provide OFCCP with documentation that all Sodexo-Lufkin managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Service Worker positions have been trained on Sodexo's hiring process for Service Workers. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- D. Within the prescribed timeframes, Sodexo must submit all documents and information referenced in Remedy 1(b), Remedy 2(a), and Remedy 3, if not already submitted during the claims processing period.

Sodexo must submit four (4) progress reports covering each six month period that this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Violations 1 and 2, Sodexo will submit the following in each semi-annual progress report:

1. Documentation of monetary payments to all Eligible Class Members at Sodexo-Lufkin as specified in Part III Remedy for Violation 1, paragraph (e), and Remedy for Violation 2, paragraph (c). The documentation will 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 will provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Class Members at Sodexo-Lufkin who were offered and/or hired into the 09E Service Worker-Entry Level job group at Sodexo-Lufkin, including name, date of offer/hire, position offered/hired into, start date, rate of pay and benefits. For those Eligible Class Members who were offered a position but not hired, the reason for the non-hire along with all supporting documents.
3. Documentation of specific placement activity for Eligible Female Placement Class Members who received an offer of transfer from Sodexo-Lufkin or Sodexo-Galveston into the Floor Technician position including name, date of offer, transfer date, rate of pay and benefits. For Eligible Female Placement Class Members who reject a transfer, Sodexo will provide OFCCP with the reason the transfer was declined or rescinded.

Sodexo will continue submitting the information in subsections 1-3 above in each semi-annual progress report until the monetary distribution process under this Agreement has been satisfied and the hire and placement obligations have been met or have expired, or the list of corresponding Eligible Class Members/Eligible Female Placement Class Members have been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violation 3, Sodexo will submit the following for Sodexo-Lufkin and Sodexo-Galveston in each semi-annual progress report:

1. The total number of applicants and hires and the breakdown by race, gender, and/or ethnic group of applicants and hires for Service Worker positions during the reporting period.
2. The results of Sodexo's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R § 60-3.4D, on those members of groups set forth in 41 C.F.R § 60-3.4B. For purposes of the adverse impact analysis, Sodexo-Lufkin must not include in that analysis hires of Eligible Class Members pursuant to this Agreement. With respect to the adverse impact analyses, for all progress reports except the first, Sodexo will

combine the data for the current report with the data from previous reports(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

3. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R § 60-3.4D, the results of Sodexo's evaluation of the individual components of the selection process for adverse impact; and/or
4. The actions taken by Sodexo upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraphs 1 and/or 2 above.

Sodexo will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Agreement or consistent with regulatory requirements, whichever is later.

PART IV: SIGNATURES:

This Agreement is hereby executed between the OFCCP and Sodexo, Inc.

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

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

Date: _____

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

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: 10-26-2017

- Attachment 1A: List of Eligible Class Members Sodexo-Lufkin (Hiring)
- Attachment 1B: List of Eligible Class Members Sodexo-Lufkin (Placement)
- Attachment 1C: List of Eligible Class Members Sodexo-Galveston (Placement)
- Attachment 2A: Notice to Affected Class Sodexo-Lufkin (Hiring)
- Attachment 2B: Notice to Affected Class Sodexo-Lufkin (Placement)
- Attachment 2C: Notice to Affected Class Sodexo-Galveston (Placement)
- Attachment 3A: Claim Form Sodexo-Lufkin (Hiring)
- Attachment 3B: Claim Form Sodexo-Lufkin (Placement)
- Attachment 3C: Claim Form Sodexo-Galveston (Placement)
- Attachment 4A: Release of Claims under Executive Order 11246 Sodexo (Hiring)
- Attachment 4B: Release of Claims under Executive Order 11246 Sodexo (Placement)

ATTACHMENT 1A
List of Eligible Class Members Sodexo-Lufkin (Hiring)

Count	First Name	Last Name	Race	Sex	Position Applied For	Date of Application
1	(b) (6), (b) (7)(C)					
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3						
4						
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(b) (6), (b) (7)(C)

146	(b) (6), (b) (7)(C)
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*Note – Sodexo is not required to extend a job offer to an Eligible Class Member who has been hired since January 2011; however Sodexo is required to pay those Eligible Class Members back pay.

ATTACHMENT 1B

Attachment 1b: List of Eligible Class Members Sodexo-Lufkin (Placement)

Count	First Name	Last Name	Race	Sex	Position Hired Into	Hire Date
1	(b) (6), (b) (7)(C)					
2						
3						
4						
5						
6						
7						
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12						
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22						
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27	(b) (6), (b) (7)(C)
28	
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54	(b) (6), (b) (7)(C)
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ATTACHMENT 1C

Attachment 1c: List of Eligible Class Members Sodexo-Galveston (Placement)

Count	First Name	Last Name	Race	Sex	Position Hired Into	Hire Date
1	(b) (6), (b) (7)(C)					
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You may be eligible to get money and a job offer because of a legal settlement between Sodexo, Inc. and the U.S. Department of Labor but you must take immediate action.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sodexo, Inc. at CHI St. Luke's Health-Memorial Lufkin (formerly known as Memorial Medical Center/East Texas) (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/or a job with Sodexo at its operations located at 1201 W. Frank Avenue, Lufkin, Texas 75904.

ARE YOU AFFECTED?

If you are a male or black applicant, who applied and were not hired for a position in the 09E Service Worker – Entry Level job group (hereafter "Service Worker") at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin between January 28, 2009 through January 27, 2011, 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 an audit of Sodexo's hiring practices at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin during January 28, 2009 through January 27, 2011. 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 alleged that Sodexo discriminated against applicants who applied for Service Worker positions at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin in Lufkin, Texas.

Sodexo denies these allegations and there have not been any findings by a court that Sodexo violated any laws or discriminated against you. However, although Sodexo disagrees with OFCCP's findings, OFCCP and Sodexo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and Sodexo's agreement, Sodexo will pay money to rejected applicants for Service Worker positions who applied 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 for a Service Worker position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$XXX (before taxes). This payment represents an equal share of back wages and other payments that Sodexo is making to settle the alleged violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 days from the date of this Notice before you receive any monetary payment.
- (2) Sodexo will be making job offers for Service Worker 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 Sodexo, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Service Worker positions at CHI St. Luke's Health-Memorial Lufkin as they become available after the claims process is complete. 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 these forms as soon as possible. In order to receive a job with Sodexo, you must not be a current Sodexo employee, must not have been hired by Sodexo since January 27, 2011, and must complete an on-line application with Sodexo and meet qualifications that are required for the position(s) applied for. In order to be hired, you must submit to and pass all pre-employment screenings (including a post-offer drug screen, a post-offer health screening, and post-offer background check).
- (3) To get these benefits, 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 read this Notice and the Claim Form carefully, as well as any other information you received from the Department of Labor or Sodexo regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release by [insert actual date]. There are instructions on the form about how to mail it in.

The Claim Form and Release must be received by [insert actual date].

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by 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 consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the 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 any questions, you may contact Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov or [Sodexo contact]. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/Index.htm>.

You may be eligible to get money because of a legal settlement between Sodexo, Inc. and the U.S. Department of Labor but you must take immediate action.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sodexo, Inc. at CHI St. Luke's Health-Memorial Lufkin (formerly known as Memorial Medical Center/East Texas) (hereafter "Sodexo") that may benefit you. This settlement involves claims of discrimination in job placement, and our records show that you may be one of the hires 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.

ARE YOU AFFECTED?

If you are a female who was hired as a Housekeeping Attendant at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin between January 28, 2009 and January 27, 2011 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 an audit of Sodexo's placement practices at Memorial Medical Center-East Texas during January 28, 2009 through January 27, 2011. 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 alleged that Sodexo discriminated against at least 76 Housekeeping Attendant hires at Memorial Medical Center-East Texas.

Sodexo denies these allegations and there have not been any findings by a court that Sodexo violated any laws or discriminated against you. However, although Sodexo disagrees with OFCCP's findings, OFCCP and Sodexo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and Sodexo's agreement, Sodexo will pay money to employees who were hired as Housekeeping Attendants during the relevant time frame.

WHAT DOES THIS MEAN FOR YOU?

Because you were hired as a Housekeeping Attendant during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$XXX (before taxes). This payment represents an equal share of back wages and other payments that Sodexo is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions for items such as income tax withholding and Social Security contributions. It may take up to 180 days from the date of this Notice before you receive any monetary payment.
- (2) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.
- (3) If you are a current employee, you may be eligible for a potential transfer to a Floor Technician position.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully as well as any other information you receive from the Department of Labor or Sodexo. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release on time. Otherwise, you could miss out on getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed Claim Form and Release by [insert actual date]. There are instructions on the form about how to mail it in.

The Claim Form and Release must be received by [insert actual date].

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by 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 consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov or [Sodexo contact]. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

You may be eligible to get money because of a legal settlement between Sodexo, Inc. and the U.S. Department of Labor but you must take immediate action.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sodexo, Inc. at University of Texas Medical Branch ("UTMB") in Galveston, TX (hereafter "Sodexo") that may benefit you. This settlement involves claims of discrimination in job placement, and our records show that you may be one of the hires 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.

ARE YOU AFFECTED?

If you are a female who was hired as a Housekeeping Attendant at Sodexo's operations at UTMB in Galveston, Texas between January 14, 2012 and January 14, 2013 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 an audit of Sodexo's placement practices at UTMB during January 14, 2012 through January 14, 2013. 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 alleged that Sodexo discriminated against at least 37 Housekeeping Attendant hires at Sodexo's operations at UTMB.

Sodexo denies these allegations and there have not been any findings by a court that Sodexo violated any laws or discriminated against you. However, although Sodexo disagrees with OFCCP's findings, OFCCP and Sodexo have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and Sodexo's agreement, Sodexo will pay money to employees who were hired as Housekeeping Attendants during the relevant time frame.

WHAT DOES THIS MEAN FOR YOU?

Because you were hired as a Housekeeping Attendant during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least **\$XXX** (before taxes). This payment represents an equal share of back wages and other payments that Sodexo is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions for items such as income tax withholding and Social Security contributions. It may take up to 180 days from the date of this Notice before you receive any monetary payment.
- (2) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.
- (3) If you are a current employee, you may be eligible for a potential transfer to a Floor Technician position.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully as well as any other information you received from the Department of Labor or Sodexo regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release on time. Otherwise, you could miss out on getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed Claim Form and Release by [insert actual date]. There are instructions on the form about how to mail it in.

The Claim Form and Release must be received by [insert actual date].

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by 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 consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)**@dol.gov or [Sodexo contact]. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

Claim Form – Affected Applicants

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

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

To receive an award (such as money or a job offer), you must complete and return this Claim Form and the Release by mail on or before [insert Deadline above], to

[add name/address]

If you do not submit a properly completed Claim Form and Release on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

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.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number _____

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

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

Female Male

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

Caucasian African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native

Notify us at the address below if your address changes within the next eight months, or contact us if you have any questions about this claim form, the notice, or the settlement.

[Add name/address]

Step 2: Inform us if you are interested in a position:

- Yes, I am interested in a Service Worker position with Sodexo at its CHI St. Luke's Health-Memorial Lufkin (formerly Memorial Medical Center-East Texas) operations located in Lufkin, Texas. I understand that to be eligible for a job I must meet all the job qualifications, including: (1) must not have been hired in a Service Worker position since 2011; (2) must not be currently working for Sodexo; (3) must complete an on-line employment application; (4) must pass a pre-employment drug test; (5) must pass a pre-employment, post-offer health screening; (6) must pass a pre-employment background check; (7) must be eligible to work in the United States; (8) must meet the qualifications for the open position as set forth in the job description; and (9)

must agree to accept work hours, overtime, and shift requirements according to Sodexo needs and assignments.

- No, I am not interested in a Service Worker position with Sodexo at its CHI St. Luke's Health-Memorial Lufkin (formerly Memorial Medical Center-East Texas) operations in Lufkin, Texas.
- 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 Release

I certify that the above information is true and correct.

Signature

Date

Claim Form – Affected Employees/Former Employees

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement.

To receive an award, you must complete and return this Claim Form and the Release by mail on or before [insert Deadline above], to

[Add name/address]

If you do not submit a properly completed Claim Form and Release on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

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

- (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.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number _____

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

Notify us at the address below if your address changes within the next eight months, or contact us if you have any questions about this claim form, the notice, or the settlement.

[Add name/address]

Step 2: For purposes of this settlement, it is necessary to verify your gender:

[] Male [] Female

This section is for current Sodexo employees only

- Yes, I am still interested in a Floor Technician position with Sodexo located in Lufkin, Texas.
- No, I am not currently interested in a Floor Technician position with Sodexo located in Lufkin, Texas.

Step 3: Sign and return along with the Release Form

I certify that the above information is true and correct.

Signature

Date

Claim Form – Affected Employees/Former Employees

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a money payment from the settlement.

To receive an award, you must complete and return this Claim Form and Release Form by mail on or before [insert Deadline above], to

[Add name/address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

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.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number _____

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

Notify us at the address below if your address changes within the next eight months, or contact us if you have any questions about this claim form, the notice, or the settlement.

[Add name/address]

Step 2:

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

[] Male [] Female

This section is for current Sodexo employees only

Yes, I am still interested in a Floor Technician position with Sodexo located in Galveston, Texas.

No, I am not currently interested in a Floor Technician position with Sodexo located in Galveston, Texas.

Step 3: Sign and return along with the Release

I certify that the above is true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sodexo, Inc. @ CHI St. Luke's Health-Memorial Lufkin (formerly known as Memorial Medical Center/East Texas), located at 1201 W. Frank Avenue in Lufkin, TX (hereinafter "Sodexo") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Sodexo for allegedly violating Executive Order 11246 in connection with its selection procedures for Service Worker – Entry Level positions at the above-referenced location. This Release also says that Sodexo does not admit it violated any laws. By signing this Release, you confirm that you have 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 job offer.

In consideration of the payment of at least \$XXX (less deductions required by law) and a potential job offer for a Service Worker position with Sodexo at CHI St. Luke's Health-Memorial Lufkin, 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, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the selection procedures for Service Worker positions at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin (formerly Memorial Medical Center-East Texas) during the period of January 28, 2009 through January 27, 2011.

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 payment and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Sodexo initiated on January 26, 2011. I further agree that the payment and potential job offer by Sodexo to me is not to be construed as an admission of any liability by Sodexo.

III.

I understand that if I do not sign this Release and return it to Sodexo or OFCCP so that it is received by [DATE], I will not be entitled to receive \$XXX (*less deductions required by law*) or a potential job offer for a Service Worker position at Sodexo's operations at CHI St. Luke's Health-Memorial Lufkin.

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.

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

Signature: _____ Date: _____

Printed Name: _____

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sodexo, Inc. at CHI St. Luke's Health-Memorial Lufkin (formerly known as Memorial Medical Center/East Texas), located at 1201 W. Frank Avenue in Lufkin, TX or Sodexo, Inc. at University of Texas Medical Branch ("UTMB"), located at 301 University Blvd. in Galveston, TX (hereinafter "Sodexo") providing you with money, you agree that you will not file any lawsuit against Sodexo for allegedly violating Executive Order 11246 in connection with its placement of female hires into the Housekeeping Attendant positions at the above-referenced locations. The 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.

In consideration of the payment of at least \$XXX (less deductions required by law) by Sodexo to me, 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, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the placement of hires into Housekeeping Attendant positions during the period of January 28, 2009 through January 27, 2011 or January 14, 2012 through January 14, 2013 at the above-referenced locations.

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 payment described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Sodexo initiated on January 14, 2014. I further agree that the payment by Sodexo to me is not to be construed as an admission of any liability by Sodexo.

III.

I understand that if I do not sign this Release and return it to Sodexo or OFCCP such that it is received by [DATE], I will not be entitled to receive \$XXX (*less deductions required by law*).

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.

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

Signature: _____ Date: _____

Printed Name: _____