

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

US FOODS, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated US Foods, Inc.’s (“US Foods”) facility located at 832 West Hinckley Drive, Ogden, Utah (“the Ogden facility”) and preliminarily found that US Foods was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. §§ 60-1 and 60-2. OFCCP notified US Foods of the specific preliminary findings in a Predetermination Notice issued on August 1, 2018. In the interest of resolving the preliminary findings without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and US Foods enter this Conciliation Agreement (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for US Foods’ 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 preliminary findings 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 preliminary findings described in Part III if US Foods violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. US Foods 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. US Foods will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. US Foods understands that nothing in this Agreement relieves US Foods of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of

1973 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, and other applicable equal employment laws.

4. US Foods 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").
9. This Agreement will expire sixty (60) days after US Foods submits the final progress report required in Part IV, below, unless OFCCP notifies US Foods in writing prior to the expiration date that US Foods has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that US Foods has met all of its obligations under the Agreement.
10. If US Foods violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that US Foods violated any terms of the Agreement while it was in effect, OFCCP will send US Foods a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) US Foods 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 US Foods 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. US Foods 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.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. Violation: OFCCP alleges that US Foods' hiring process is not in compliance with 41 § C.F.R. 60-1.4(a)(1). OFCCP's analysis of US Foods' hiring process and selection procedures allegedly revealed that US Foods discriminated on the basis of sex against female applicants for positions in the 7B Driver Job Group¹ at the Ogden facility during the period of December 12, 2013 through at least December 31, 2014.

OFCCP's analysis of the refined applicant and hiring data for the period of December 12, 2013 through December 31, 2014 showed that despite having qualified female applicants, (b) (7)(E) females were selected during this more than one-year period. OFCCP analyzed the data and found that of (b) (7)(E) male applicants, (b) (7)(E) males ((b) (7)(E) %) were hired, and of (b) (7)(E) female applicants, (b) (7)(E) females ((b) (7)(E) %) were hired. Based on OFCCP's analysis of the hiring rates, two (2) female hires were expected.

Accordingly, OFCCP alleged that US Foods' hiring practices resulted in discrimination on the basis of sex against 16 female applicants who applied for a position in the 7B Driver Job Group and were not selected for employment in this job group.

Remedy 1: US Foods agrees to take the following corrective action at the Ogden facility:

(a) Revision of the Hiring Process, Implementation and Training: Within 30 calendar days of the effective date of this Agreement, US Foods will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for 7B Driver positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:

- Procedures to recruit applicants for 7B Driver positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if US Foods currently uses or prospectively intends to use the Internet to recruit 7B Driver applicants.
- The qualifications and criteria to be used to place applicants into the 7B Driver applicant pool.

¹ This job group includes SOS Delivery Driver-No CDL Required and Delivery Driver positions.

- The qualifications and criteria to be used to eliminate and/or select applicants for 7B Driver positions at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- Procedures to 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, US Foods will fully implement the Revised Hiring Process and will train all individuals involved in recruiting, selecting or tracking applicants for 7B Driver positions on the Revised Hiring Process. The training will include: instruction in the proper implementation of the recruitment, tracking and selection procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

- (b) Notification: Within 30 calendar days of the effective date of this Agreement, US Foods shall notify the female applicants shown on Attachment 1 (“Class Members”) by mailing by certified mail, to each person the Notice to Affected Class (Attachment 2, “Notice”), the Information Verification & Employment Interest Form (Attachment 3, “Claim Form”), the Release of Claims Under Executive Order 11246 (Attachment 4, “Release”), and a postage paid return envelope to the addresses provided by OFCCP.

US Foods will notify OFCCP weekly of all letters returned as undeliverable. Within 60 calendar days of the effective date of the Agreement, US Foods will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide updated contact information to US Foods within 10 calendar days of OFCCP’s receipt from US Foods of the list of non-responsive Class Members.

US Foods agrees to mail by certified mail, to the updated contact addresses provided by OFCCP, a second Notice, Claim Form, Release, and postage paid return envelope to Class Members OFCCP locates or verifies the addresses of, within 10 calendar days of receipt of the updated contact information from OFCCP.

All Class Members who sign and return the Release and Claim Form to US Foods

within 100 calendar days of the effective date of this Agreement (“Eligible Class Members”) will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Claim Form to US Foods within 100 calendar days of the effective date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 110 calendar days of the effective date of this Agreement, US Foods will provide OFCCP with a list of all Class Members who returned the Claim Form and Release within 100 calendar days of the effective date, along with a copy of each executed Release and Claim Form it received. OFCCP will provide US Foods with all original executed Release and Claim Forms it receives. Within 120 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Class Members or discuss with US Foods any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with US Foods.

- (c) Employment: As positions become available, US Foods will consider for employment qualified Eligible Class Members not currently employed by US Foods who express an interest in employment with US Foods, until two (2) Eligible Class Members have successfully completed the selection process and are hired into Job Group 7B Driver positions, or until the list of such Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members are required to apply to a specific requisition on US Foods’ careers site (<https://www.usfoods.com/careers.html>). Eligible Class Members shall be considered in the order that they apply on-line. Eligible Class Members who receive a conditional offer must successfully pass a background check, drug screen and DOT physical and must accept the conditions of the job according to the job postings and descriptions. US Foods must complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from US Foods.

The Eligible Class Members hired into 7B Driver positions pursuant to this Agreement shall be paid the prevailing or the current wage rate for the 7B Driver positions, whichever is higher, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other 7B Driver employees. In addition, all hired Eligible Class Members shall receive retroactive seniority as a Driver back to the date of their original application for job retention purposes, to the extent that seniority is a factor in layoff decisions.

- (d) Monetary Settlement: US Foods agrees to distribute \$32,817 (back pay of \$29,525 and interest of \$3,292) in equal shares among all Eligible Class Members on the final approved list. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay and interest amount, less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes, legally required garnishments, and FICA), will be equally distributed among the Eligible Class Members. US Foods will pay to the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Class Members in the time required by law. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. US Foods will disburse the monetary settlement within 150 calendar days of the effective date of this Agreement.

Documentation: Within 30 days of making the payments set forth in Paragraph (d) above, US Foods shall provide OFCCP, via e-mail sent to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov or other designee, with copies of the checks sent to Eligible Class Members.

Within five days of US Foods’ receipt of a check to an Eligible Class Member returned as undeliverable, US Foods shall notify OFCCP of this fact via e-mail to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov or other designee. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, US Foods will remail the check within 10 days of its receipt of an alternate or corrected address. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Class Member shall be void. With respect to the uncashed funds, US Foods shall make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 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 \$20.00 to each located Eligible Class Member, US Foods shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

2. Violation: OFCCP allegedly found that US Foods failed to identify problem areas in its employment process that create impediments to equal employment opportunity in accordance with the requirements at 41 C.F.R. § 60-2.17(b), or to establish action-oriented programs designed to correct identified problem areas as required by 41 C.F.R. § 60-2.17(c).

US Foods found in its 2015 Affirmative Action Program analyses that it underutilized females in 7A Warehouse and 7B Driver positions, and it established goals for females accordingly. However, OFCCP alleges US Foods did not identify any problem areas or establish sufficient action-oriented programs aimed specifically at recruiting or increasing the representation of females for these positions, in accordance with the requirements of 41 C.F.R. § 60-2.17(b) and 41 C.F.R. § 60-2.17(c).

Remedy 2: US Foods will ensure that it identifies problem areas in its employment process that create impediments to equal employment opportunity in accordance with the requirements at 41 C.F.R. § 60-2.17(b), and establishes action-oriented programs designed to correct identified problem areas as required by 41 C.F.R. § 60-2.17(c).

Part IV. REPORTS REQUIRED

US Foods will submit various reports to OFCCP, and shall send each report described below to:

Denver District Director
U.S. Department of Labor/OFCCP
Cesar E. Chavez Memorial Building
1244 Speer Blvd., Suite 540
Denver, CO 80204

1. Pursuant to paragraph (a) of Remedy 1, within 60 calendar days of the effective date of this Agreement US Foods will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven months after the effective date of this Agreement, US Foods will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for 7B Driver positions have been trained in the recruitment and selection procedures to be used in the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.
3. US Foods will also provide OFCCP with all documents and information referenced in paragraphs (b) through (d) of Remedy 1 within the prescribed timeframes. See the attached Timeline.

In addition to the above reports, US Foods will submit two semi-annual progress reports. The first semi-annual progress report shall be due seven months from the effective date of this Agreement and shall cover the six-month period beginning with the effective date. The subsequent report shall cover the successive six-month period, and shall be submitted within 30 calendar days after the close of that six-month period. Additional reporting may be required by OFCCP if all terms of the CA have not been fulfilled in these two semi-annual progress reports.

US Foods will submit the following information in each progress report about Remedy 1:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (b) and (d) of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid and for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. US Foods agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Class Members who were hired into Job Group 7B Driver positions in accordance with this Agreement, including their name, gender, date of hire, job title hired into, rate of pay, and, as applicable, proof of retroactive seniority and benefits.
3. For those Eligible Class Members who were considered for employment but were not hired, US Foods will provide the reason for non-placement along with all relevant documentation (*e.g.*, documentation that the Eligible Class Member declined a job offer or did not meet the requirements specified in 1(c) above).

US Foods will continue submitting the above information in progress reports until OFCCP determines that the back pay and hiring obligations have been fully implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violation 1, US Foods will also submit the following in each progress report:

1. The total number of job seekers, applicants and hires for each job title within the 7B Driver Job Group, or similar job groups, during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at US Foods by a staffing firm or employment agency;
2. For each job title within the 7B Driver Job Group, or similar job groups, the breakdown by applicable gender of applicants and hires, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at US Foods by a staffing firm or employment agency;
3. For 7B Driver, or similar, positions, the results of US Foods' 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. § 60-3.4 B;*
4. 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 US Foods' evaluation of the individual components of the selection process for adverse impact; and
5. The actions taken by US Foods upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 2, above.

*For purposes of the adverse impact analysis, US Foods must not include hires made of Eligible Hiring Class Members pursuant to this Agreement in that analysis.

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

Any notices referenced in Part II, paragraph 10 of the Agreement shall be sent to US Foods' General Counsel via first class mail to 9399 W. Higgins Road, Suite 100, Rosemont, Illinois 60018.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and US Foods.

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

MATT REYNOLDS
Area President
US Foods, Inc.

Date: April 25, 2019

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

MELISSA L. SPEER
Regional Director, SWARM
OFCCP

Date: 4-30-2019

**ATTACHMENT 1
CLASS MEMBERS**

Count	Full Name	Gender
1	(b) (7)(E)	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

* This class member applied twice for analysis purposes, but is counted once for remedy purposes.

ATTACHMENT 2

NOTICE TO AFFECTED CLASS

Dear [NAME]:

We are writing with regard to your application for employment at US Foods, Inc. at its Ogden, Utah facility ("US Foods"). Your application was submitted during the period of December 12, 2013 through December 31, 2014 for a Driver position. The Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") and US Foods have entered into an agreement in which US Foods agreed to certain monetary payments for individuals who submitted a job application during the period of time in question to resolve alleged hiring disparities. You have been identified as an individual who applied for a Job Group 7B Driver position during that time period, but was not hired. You are eligible to receive a payment even if you are not currently interested in employment at US Foods.

By entering into this Agreement, US Foods has not admitted nor has there been any adjudicated finding that US Foods violated any laws when you were not hired for the position for which you applied.

As part of this Agreement, you may be eligible to receive a distribution of at least \$2,187.80 less lawful payroll deductions. Under the terms of this Agreement it may take up to 150 days before US Foods makes distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246. You should complete and mail back the forms as soon as possible; they *must* be received at the address below no later than [100 calendar days from the effective date of the Agreement] for you to be entitled to participate in this settlement:

[NAME]
[POSITION]
[CONTRACTOR]
[ADDRESS]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246. Upon receipt of these documents, a final determination will be made regarding your eligibility.

In addition to the monetary distribution, US Foods will be making job offers for two Driver positions. It is not certain that you will receive a job offer. If you are still interested in employment with US Foods, please check the appropriate box on the enclosed Information Verification and Employment Interest Form and you will receive instructions on how to apply. Those receiving this notice will be considered for Driver positions in the order that they submit an application for employment.

To be hired, you must complete an electronic employment application, successfully pass a background check, a drug screen, and a DOT physical, and accept the conditions of the job according to the job postings and descriptions.

If you have any questions you may call [NAME] at US Foods at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (720) 264- [REDACTED]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO US FOODS WITHIN [X DATE; 100 CALENDAR DAYS OF THE EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form
Release of Claims under Executive Order 11246

ATTACHMENT 3

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Agreement between US Foods, Inc. (“US Foods”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email address: _____

Notify US Foods at the address below if your address or phone number changes within the next twelve months.

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

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

Male [] Female []

Please indicate below whether you are currently interested in employment in a Driver position with US Foods. If you complete, sign, and return this Information Verification and Employment Interest Form and the Release of Claims under Executive Order 11246, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am interested in employment with US Foods in a Driver position.

[] No, I am not currently interested in employment with US Foods in a Driver position.

If you select “Yes,” US Foods will send you an email with a link for you to complete an application for employment. If you select “Yes” but do not have an email address, we will contact you at the address provided above to provide information to you regarding how you can complete an application at US Foods.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN [X DATE; 100 DAYS OF THE EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(NAME) _____

(ADDRESS) _____

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

Signature

Date

ATTACHMENT 4
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for US Foods, Inc. ("US Foods") paying you money, you agree that you will not file any lawsuit against US Foods for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Job Group 7B Driver positions. It also says that US Foods does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$2,187.80 (less deductions required by law) by US Foods, Inc. ("US Foods") to me, which I agree is acceptable, I _____
agree to the following: (Print Name)

I.

I hereby waive, release and forever discharge US Foods, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that US Foods denies that it treated me unlawfully or unfairly in any way and that US Foods entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP. I further agree that the payment of the aforesaid sum by US Foods to me is not to be construed as an admission of any liability by US Foods.

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. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to US Foods [WITHIN X DATE/100 DAYS OF THE EFFECTIVE DATE OF THE AGREEMENT], I will not be entitled to receive the payment (less deductions required by law) from US Foods.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2019.

Signature