

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

US FOODS, INC.
28001 Napier Road
Wixom, Michigan 48393

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated US Foodservice, Inc. – Detroit, now known as US Foods, Inc. ("US Foods"), facility located at 28001 Napier Road, Wixom, Michigan 48393, and alleged that US Foods was not in compliance with Executive Order 11246, as amended ("EO 11246"), and its implementing regulations at 41 CFR Sections 60-1, 60-2, and 60-3. OFCCP notified US Foods of the alleged violations found and the corrective actions required in a Notice of Violation issued on January 13, 2016. 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 US Foods enter into this contract ("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 EO 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 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 EO 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), 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. 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 EO 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 Agreement does not constitute an admission by US Foods of any violation of Executive Order 11246 or its implementing regulations.
7. 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.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
10. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
11. This Agreement will expire sixty (60) days after US Foods submits the final progress report required in Part IV (D), 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 US Foods has met all of its obligations under the Agreement.
12. 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 term of the Agreement while it is 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, 41 CFR 60-300.66 (2014), 41 CFR 60-741.66 (2014) and/or other appropriate relief for violation of this Agreement.

PART III. SPECIFIC VIOLATION ALLEGED AND REMEDIES

1. ALLEGED HIRING DISCRIMINATION: GENDER

- A. **STATEMENT OF ALLEGED VIOLATION.** OFCCP alleges that US Foods is not in compliance with the nondiscrimination requirements of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). OFCCP's analysis of US Foods' hiring process and selection procedures revealed that during the period of January 1, 2011 through December 31, 2012 ("review period"), US Foods allegedly discriminated against 63¹ female applicants for Night Order Selector positions in Job Group 7A Warehouse.
- B. **OFCCP'S SPECIFIC FINDINGS.** OFCCP's statistical findings indicate alleged hiring discrimination against female applicants. Specifically, personnel activity data provided by US Foods for the period January 1, 2011 through December 31, 2012, revealed that from a pool of (b) (7)(E) women, US Foods hired (b) (7)(E) female (b) (7)(E) into Job Group 7A Warehouse. During the same period, from a pool of (b) (7)(E) male applicants, US Foods hired (b) (7)(E) men (b) (7)(E) into Job Group 7A Warehouse. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of seven (7) female hires. Accordingly, OFCCP alleges that US Foods engaged in a pattern or practice of discrimination against 63 female applicants who applied for Job Group 7A Warehouse positions during the review period.

¹ The number of eligible class members in Attachment A is different due to the removal of duplicate applicants.

C. REMEDY FOR AFFECTED CLASS

- 1) Notice. Within 30 calendar days of the Effective Date of this Agreement, US Foods must notify the 60 female applicants listed in Attachment A of the terms of this Agreement by mailing by certified mail and regular mail to each individual in the affected class the: Notice to Class Members (Attachment B, hereinafter "Notice"), Information Verification & Employment Interest Form (Attachment C, hereinafter "Interest Form"), Release of Claims under Executive Order 11246 (Attachment D, hereinafter "Release of Claims") and a postage paid return envelope. US Foods will notify OFCCP of all letters returned as undeliverable on a monthly basis. In addition, within 75 days after the Effective Date, US Foods will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form or Release of Claims. OFCCP will then attempt to obtain and provide updated addresses to US Foods within 60 calendar days of receiving the list from US Foods. US Foods agrees to mail by certified mail and regular mail a second Notice, Interest Form, Release of Claims and postage paid return envelope to all individuals for whom updated addresses were obtained within 30 calendar days of receiving the updated addresses.
- 2) Eligibility. All members of the affected class (listed on Attachment A) ("Eligible Class Members") who sign and return the Interest Form and Release of Claims to US Foods within 210 calendar days of the Effective Date will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form and Release of Claims to US Foods within 210 calendar days of the Effective Date, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 250 calendar days after the Effective Date, US Foods will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and Release of Claims by the deadline). Within 20 calendar days after receiving the list, OFCCP will 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 individuals.

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

- 3) Monetary Settlement. US Foods agrees to distribute \$164,253.69, 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. This amount of \$164,253.69 shall be referred to in this agreement as the "Settlement Fund" and is the negotiated amount that represents back pay (\$150,391.04) and interest (\$13,862.65), less interim earnings, and takes into account the tenure of those persons hired into Night Order Selector positions during the review period. US Foods 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 in the time required by law. US Foods will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of US Foods' receipt of a check to an Eligible Class Member returned as undeliverable, US Foods will notify OFCCP of this fact via e-mail sent to (b) (7)(C), (b) (7)(E), (b) (7)(C), (b) (7)(E)@dol.gov). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, US Foods will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, US Foods will make a second distribution to all Eligible Class Members who cashed their first check, unless the total amount of uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member who cashed the first disbursement check. In such a case, US Foods 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 concerning the Revised Hiring Process described in section D.

- 4) Employment. All Night Order Selector new hires begin as Vacation/Absentee/Replacement (VAR) employees, as described in the Collective Bargaining Agreement (CBA) between US Foods and Local Union No. 337 Affiliated with the International Brotherhood of Teamsters, effective March 29, 2015 to and including March 28, 2020. As VAR Warehouse (Night Order Selector) positions become available, US Foods will consider qualified Eligible Class Members not currently employed by US Foods who express an interest in employment with US Foods until seven (7) Eligible Class Members are hired as VAR Warehouse (Night Order Selectors) or until the list of 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' career site (<http://usfoods.com/USFCareers.html>). Eligible Class Members who receive a conditional offer must successfully pass a background check and drug screen and must accept the work, hours, overtime, conditions and shift requirements according to US Foods Detroit's needs and assignments. These are the only job requirements that are to be used by US Foods in determining qualifications for employment in the VAR Warehouse (Night Order Selector) positions.

Eligible Class Members will be considered in the order that they apply for a position on US Foods' career site. US Foods must initiate its hiring of Eligible Class Members within 60 calendar days of the Effective Date of this Agreement and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If US Foods is not able to hire seven (7) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in

employment within two years, OFCCP may extend the term of this Agreement for up to 24 months or until US Foods satisfies its hiring requirements, whichever occurs first.

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 VAR Warehouse (Night Order Selector) positions pursuant to this Agreement shall be provided with the same benefits and opportunity to earn overtime and shift differentials as other VAR Warehouse (Night Order Selector) employees. The Eligible Class Members will be hired at the current wage rate for VAR Warehouse (Night Order Selector) employees, in accordance with the CBA. In lieu of retroactive seniority, US Foods shall pay each Eligible Class Member hired \$638.00 less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the hired Eligible Class Members' share of FICA taxes) within 30 days of their date of hire. For purposes of job retention, recall rights, job bidding and promotion opportunities, US Foods will deem the seniority date of each Eligible Class Member hired under this Agreement into VAR Warehouse (Night Order Selector) positions as the date they actually begin employment.

D. **NON-MONETARY REMEDIES.** US Foods will ensure that all applicants are afforded equal employment opportunities. US Foods agrees to immediately cease using any selection procedures, practices, and/or policies which negatively affected the hiring of female applicants for Job Group 7A Warehouse positions. US Foods agrees to continue and/or to implement the corrective actions detailed below.

- a) 1. Revised Hiring Process:
Eliminate Any Discriminatory Selection Procedures: US Foods agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR Part 60-3. US Foods will not use any selection procedure that has an adverse impact, as defined in 41 CFR § 3.4D, on applicants of a particular sex unless it properly validates the procedure pursuant to these regulations.
- b) Review and Revisions Required: Where necessary, US Foods will revise, in writing, the practices, policies and procedures it uses to select applicants for Job Group 7A Warehouse positions (hereinafter "Revised Hiring Process"). Specifically, US Foods will:
 - i. create a job description and selection process for Job Group 7A Warehouse positions which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - ii. develop specific, job-related qualification standards for Job Group 7A Warehouse positions that reflect the duties, functions, and competencies

- of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
- a. ensure all policies and qualification standards are uniformly applied to all Night Order Selector applicants; and
 - b. list clearly on its recruiting materials and job postings the minimum and preferred qualifications of the Night Order Selector position.
2. Recordkeeping and Retention: US Foods will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. US Foods will write and implement procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
3. Training: Within six months of the Effective Date of this Agreement, US Foods must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Night Order Selector positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; 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 CFR § 60-1.12(a) and Part 60-3. The training will include management and all individuals responsible for the Night Order Selector selection process and will consist of reviewing equal employment obligations and nondiscrimination policies related to hiring, with specific attention directed to ensure that female applicants, who benefit from the provisions of this agreement, are not retaliated against.
4. Monitoring: US Foods will monitor selection rates at each step of its selection process for Night Order Selector positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR § 3.4D, on the hiring of applicants of a particular gender, US Foods will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part 60-3. US Foods agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Night Order Selector positions at the Wixom, Michigan facility. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

Part IV. REPORTS REQUIRED

1. US Foods must submit the documents and reports described below to: Phyllis Lipkin, District Director of OFCCP, 211 West Fort Street, Suite 1320, Detroit, Michigan 48226. Within 60 calendar days of the Effective Date of this Agreement, US Foods must submit a copy of the written Revised Hiring Process described in section III.1.D.1.

- A. Within 210 calendar days of the Effective Date of this Agreement, US Foods must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Night Order Selector positions have been trained on the Revised Hiring Process. 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.
- B. Within the prescribed timeframes, US Foods must submit all documents and information referenced in section III.
- C. US Foods must submit a progress report covering each six month period 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. US Foods will submit the following in each progress report:
- 1) Documentation of monetary payments to all Eligible Class Members as specified in section III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. US Foods must provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of monetary payments in lieu of retroactive seniority to all Eligible Class Members hired as specified in section III. The documentation must include the names of Eligible Class Members hired, the amount of the check (\$638.00) and the date the check cleared the bank. US Foods must provide OFCCP with copies of all canceled checks upon request;
 - 3) Documentation of specific hiring activity for Eligible Class Members who were hired into Night Order Selector positions in accordance with this Agreement, including name, date of hire, job title hired into, and rate of pay.;
 - 4) For 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)(4) above);
 - 5) The total number of applicants and hires and the breakdown by gender of applicants and hires for Night Order Selector positions 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;
 - 6) For Night Order Selector positions, the results of US Foods' analysis as to whether its total selection process has adverse impact, as defined in 41 CFR § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B (for purposes of the adverse

impact analysis, US Foods must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; US Foods must combine the data for the current report with the data from the previous report to analyze at least a 12-month period);

- 7) For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of US Foods' evaluation of the individual components of the selection process for adverse impact; and/ or
 - 8) 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 section III above.
2. US Foods will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").
 3. Any notices referenced under Part II, paragraph 12 of this Agreement shall be sent to US Foods' General Counsel via first class mail to 9399 W. Higgins Road, Suite 600, Rosemont, IL 60018.

Part V. SIGNATURES

The person signing the Conciliation Agreement on behalf of US Foods personally warrants he is fully authorized to do so; that US Foods has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on US Foods. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and US Foods.

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

Shawn McCall
Area President
US Foods, Inc. -- Lake Erie Area

Date: 12/11/17

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

Compliance Officer
OFCCP, Detroit District Office

Date: 12/14/17

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

Phyllis E. Lipkin
District Director
OFCCP, Detroit District Office

Date: 12/14/17

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

Bradley A. Anderson
OFCCP, Midwest Regional Director

Date: 12/15/2017

ATTACHMENT A
ELIGIBLE CLASS MEMBERS

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**ATTACHMENT B
NOTICE TO CLASS MEMBERS**

[DATE]

Dear Potential Class Member:

We are writing to you with regard to your application for employment with US Foods, Inc. located at 28001 Napier Road in Wixom, Michigan ("US Foods"). Your application was submitted during the period January 1, 2011 through December 31, 2012 for a Vacation/Absentee/Replacement (VAR) Warehouse (Night Order Selector) position. The U.S. Department of Labor, Office of Federal Contract Compliance Programs 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 are eligible to receive a payment even if you are not currently interested in employment at US Foods.

As part of this Agreement, *you may be eligible* to receive a distribution of at least \$2,737.56 less lawful payroll deductions. Under the terms of this Agreement, it may take up to ten months from the date of this letter before you receive your distribution. In order to be eligible for a payment, **you must complete, sign and return the following two documents to the address below:** (1) Information Verification and Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than [DATE] for you to be entitled to participate in this settlement:

[NAME]
Seyfarth Shaw
233 S. Wacker Drive, Suite 8000
Chicago, IL 60606

Upon receipt of the above documents a final determination will be made regarding your eligibility. Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

In addition to the monetary distribution, US Foods will be making job offers for the VAR Warehouse (Night Order Selector) position to a limited number of individuals receiving this notification. 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. Those receiving this notice will be considered for VAR Warehouse (Night Order Selector) positions in the order that they submit an application for employment. Expressing interest in employment is not a guarantee of employment at US Foods.

To be hired you must complete an electronic employment application and pass a drug screen. In addition, your offer of employment is conditional pending the successful completion of a background check, reference checks, Form I-9, and you agree to accept the work, hours and overtime, conditions and shift requirements according to US Foods' needs and assignments. Individuals who accept a job offer will be entitled to a \$638.00 hiring bonus (less applicable deductions) in lieu of retroactive seniority.

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.

If you have questions, you may call [NAME] at Seyfarth Shaw at [NUMBER] or OFCCP Compliance Officer (b) (6), (b) (7)(C) Your call will be returned as soon as possible. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO SEYFARTH SHAW ON OR BEFORE [DATE], 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
VAR Warehouse (Night Order Selector) job description

**ATTACHMENT C
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 ("OFCCP"). Please print legibly, except for the signature.

Name: _____

Street Address/P.O. Box: _____ Email: _____

City: _____ State _____ Zip Code: _____

Telephone Nos.: Home _____ Cell _____ Work _____

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

Your Social Security Number is required for tax purposes: _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a VAR Warehouse (Night Order Selector) position with US Foods. If you timely complete, sign, and return this Information Verification and Employment Interest Form and the enclosed 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 still interested in employment with US Foods as a VAR Warehouse (Night Order Selector).

No, I am not currently interested in employment with US Foods as a VAR Warehouse (Night Order Selector).

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 the US Foods Wixom facility. Expressing interest in employment is not a guarantee of employment at US Foods.

YOU MUST RETURN THIS COMPLETED AND EXECUTED FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, NO LATER THAN [DATE] TO:

[NAME]
Seyfarth Shaw
233 S. Wacker Drive, Suite 8000
Chicago, IL 60606

I, _____, certify the above is true and correct.
Print Name

Signature

Date

ATTACHMENT D
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

In consideration of the payment of at least \$2,737.56 (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 thirty (30) calendar days from the date I received this Release, but in no event later than [DATE], 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 _____, 2017.

Signature