

Early Resolution Conciliation Agreement - Addendum
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
US Foods, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) and US Foods, Inc. (“US Foods”) entered into an Early Resolution Conciliation Agreement (“Agreement”) on July 25, 2019, to resolve alleged hiring discrimination violations for female applicants in Selector positions at three establishments.¹ As part of the Agreement, US Foods agreed to proactively facilitate compliance with Executive Order 11246, as amended, (“E.O. 11246” or the “Executive Order”), in the hiring of Selectors at six establishments (“Covered Facilities”).² In relevant part, US Foods agreed to “conduct adverse-impact analyses of Selector hiring at each of the Covered Facilities,” as well as to “implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.” Agreement, Part IV.11. In keeping with the reporting requirements of the Agreement, US Foods submitted various progress reports. During evaluation of the third progress report, OFCCP learned that US Foods continued to observe statistically significant disparities between male and female hiring rates for Selector positions at each of the Covered Establishments during the period of July 22, 2021 through July 21, 2022. US Foods agreed to remedy these disparities as outlined below. OFCCP has not issued any formal notice of alleged violations regarding the Agreement and there have not been any adjudicated findings.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and US Foods (collectively “the parties”) enter into this Addendum of the Early Resolution Conciliation Agreement (“Addendum”) and its attachments, and the parties agree to all the terms therein.

The attachments to this Addendum are deemed incorporated into the Agreement.

II. General Terms and Conditions

1. This Addendum incorporates by reference and amends the Early Resolution Conciliation Agreement (Agreement) the parties entered on July 25, 2019. The Addendum supplements and does not supplant the Agreement. Unless otherwise noted, all definitions, obligations, and terms and conditions in the Agreement remain in force, in their original unmodified form, for the term of the Agreement as extended per Part II.11 and VII.2.A below.
2. In exchange for US Foods’ fulfillment of all its obligations in this Addendum, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in Part III below and pertaining to the contents of the second and third progress report submissions. However, OFCCP retains the right to initiate legal

1. The three reviewed US Foods establishments are Lexington, SC, Port Orange, FL, and Tampa, FL.

2. The ERCA covered facilities include US Foods establishments located in Fort Mill, SC, Lexington, SC, Manassas, VA, Port Orange, FL, Tampa, FL, and Zebulon, NC.

proceedings to enforce the Agreement and Addendum if US Foods violates any provision of this Addendum. Nothing in this Addendum precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

3. Nothing in this Addendum relieves US Foods of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. US Foods and OFCCP agree that any release of claims required by this Addendum will only pertain to claims under E.O. 11246.
5. US Foods agrees that it will not retaliate against any potential or actual beneficiary of this Addendum or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Addendum and enter into it voluntarily.
7. This Addendum, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties but does not supplant the original Agreement of July 25, 2019. Any modifications or amendments to this Addendum or the Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Addendum becomes effective on the day it is signed by the Director of the Southeast Region (Effective Date).
9. This Agreement does not constitute an admission by US Foods of any violation of the Executive Order, nor has there been an adjudication on the merits regarding any such violation.
10. This Addendum is limited to the facts of this case. Neither this Addendum, nor any part of the negotiations that occurred in connection with this Addendum, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of the specific Agreement.
11. US Foods and OFCCP agree that the Agreement shall be extended for two years from the Addendum effective date. In exchange for US Foods' fulfillment of all obligations in Parts IV-VII of the Addendum, OFCCP further agrees not to initiate any new audits at the Covered Facilities until at least two years after US Foods submits the final progress report described in Part VII of this Addendum and the OFCCP confirms to US Foods that it has fully complied with the terms of the Agreement.³

3. OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement.

12. US Foods and OFCCP agree to amend the Agreement progress reporting requirements and report submission dates as described in Part VII of this Addendum.
13. All references to “days” in this Addendum, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Addendum falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. Discrimination Allegations

1. OFCCP alleges that US Foods is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, US Foods observed statistically significant differences in the hiring rates of female applicants for Selector positions at six establishments (Covered Facilities) when compared to male applicants during the period of July 22, 2021 through July 21, 2022, resulting in a shortfall of 195 female hires.

IV. Financial Remedy

1. Progress Report Settlement Fund

- a. **Progress Report Amounts.** The total Progress Report Settlement Fund amount includes at least \$324.58 in back pay and \$36.06 in interest for each class member to resolve the alleged specific violation set forth above, for at least a total of \$360.64 per class member. The Settlement Fund is a negotiated amount that represents restitution for estimated back pay and accrued interest. US Foods’ share of statutory taxes/contributions on the portion representing back pay (such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state and/or local taxes) is not part of the Settlement Fund. US Foods will be responsible for any banking account fees related to the Settlement Fund.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, will be distributed as explained in this Part to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter “Class Member(s)”).⁴ Individual shares will include appropriate deductions for each individual’s share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed equally to all Class Members. These individuals will be listed on the Final List of Class Members (“Final List”). The process of determining the Final List is explained below under Notice Process. All Class Members are entitled to their share of

4. With respect to the financial remedy, the term “Class Member(s)” refers to the individuals listed in Attachment A that timely respond to the Notice Process as explained below, even if they are currently employed by US Foods.

the monetary settlement regardless of whether they are currently interested in employment with US Foods.

- c. **Payments to Class Members.** OFCCP will provide US Foods a list of the payment amount for each Class Member on the Final List by the date set forth on the Timeline. US Foods will issue checks or make electronic payments to each Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and US Foods will work together to provide a replacement check before any funds are redistributed to other class members. Any checks that remain uncashed 120 days after the initial date checks were mailed to the Class Members will be void. With respect to any uncashed funds, US Foods will deposit the monies within thirty (30) days with the state agency responsible for unclaimed funds of the last known address for the Eligible Individual, in accordance with any and all applicable laws and regulations.⁵ US Foods will notify each Class Member whose check is sent to the state agency in charge of unclaimed property. No portion of the settlement fund shall revert back, directly or indirectly, to US Foods or any affiliate.
- d. **Tax Payments, Forms and Reporting.** US Foods will pay US Foods' share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. US Foods shall mail to each Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Class Members either at the time of payment, electronically or with the settlement checks, or in time required by law. No Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.⁶ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.⁷

⁵ In South Carolina, the South Carolina Office of State Treasurer, Unclaimed Property Program. In Virginia, the Virginia Department of the Treasury, Unclaimed Property Division. In Florida, the Florida Department of Financial Services, Division of Unclaimed Property. In North Carolina, the North Carolina Department of State Treasurer, Unclaimed Property Division.

⁶ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. See 26 CFR 31.3402(f)(2)-1(a).

⁷ The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

3. Notice Process

- a. **OFCCP and US Foods Obligations under the Notice Process.** The Notice Process set forth in this Addendum is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers upon request and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Addendum. As specified in the Timeline and as otherwise necessary to fulfill this Addendum, US Foods and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Addendum, and to decide whether any activity, deadline or document should be modified. OFCCP and US Foods agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** US Foods will distribute Notice Documents contained in Attachment C to Affected Applicants identified in Attachment A. The Notice Documents include the Notice, Information Verification & Employment Interest Forms, and Release of Claims. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Addendum, the parties will meet and confer on any reasonable modifications of the Notice Documents or additions to the materials distributed by US Foods, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Process and for the parties' other obligations under this Addendum. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide US Foods with complete contact information in its possession, or its authority to obtain, for the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** US Foods will provide initial notice by regular first-class mail. US Foods will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the most recent known mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, US Foods will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

US Foods will notify OFCCP of all letters returned as undeliverable as specified in the timeline and will re-mail the Notice Documents to Affected Applicants for whom OFCCP provides an updated address within five days of receiving such an address from OFCCP.

Per the Timeline, US Foods will provide OFCCP the names of the Affected Applicants who did not respond to the Notice Documents, failed to return both forms, or failed to sign a form as required. Based on the response to the initial notice, the parties will meet

- and confer by the date set forth in the Timeline to assess the results of the initial notice and to ensure that the second round of notice maximizes the potential response rate. US Foods will send a second mail notice to Affected Applicants with valid addresses who fail to respond to the first notice by the date set forth in the Timeline unless the parties agree otherwise.
- f. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Addendum and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by the ERCA Addendum.
 - g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Addendum and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Addendum. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Addendum. US Foods will provide OFCCP's contact information to any Affected Applicant as appropriate.
 - h. **Exchange of Information Regarding Affected Applicants.** US Foods and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
 - i. **Final List of Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice and submit the Verification of Information & Employment Interest Form and Release of Claims Form by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify additional potential Affected Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. US Foods will provide to OFCCP any information necessary to determine the Final List.
 - j. **Documentation of Payments.** By the deadline set forth in the Timeline, US Foods will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Class Members, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. In the event of any uncashed funds after the distribution, US Foods will submit documentation showing that uncashed funds have been deposited with the respective unclaimed state agency responsible for unclaimed funds.
 - k. **US Foods' Expenses.** US Foods will pay all expenses associated with carrying out its duties pursuant to this Part from funds separate and apart from the amount designated in this Addendum for the Settlement.

V. Additional Individual Relief

1. **Description of Job Opportunities.** As vacancies occur in Selector positions, US Foods shall make bona fide job offers with retroactive seniority to Class Members who have expressed interest in employment and are not currently employed in the job at issue by US Foods until 195 Class Members are hired in Selector positions or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. US Foods will make its best effort to distribute the 195 female hires at the following establishments: at least 23 female hires in Fort Mill, South Carolina, at least 98 female hires in Lexington, South Carolina, at least 7 female hires in Manassas, Virginia, at least 17 female hires in Port Orange, Florida, at least 15 female hires in Tampa, Florida and at least 35 female hires in Zebulon, North Carolina. Class Members will have priority in incoming Selector hiring groups until 195 Class Members are hired or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. As vacancies occur in Selector positions, US Foods shall contact the Class Members with a written conditional job offer in the order in which they submitted their updated employment application.⁸ The conditional job offer letter will include language explicitly stating to Class Members that they are receiving this job offer as part of a settlement between US Foods and the U.S. Department of Labor. US Foods will make at least two attempts by phone and two attempts by email to contact qualified Class Members who have expressed an interest in employment with US Foods on the Information & Employment Verification Interest Form.

The report-to-work date for Class Members hired pursuant to this Addendum shall be the next available Selector start date after the candidate passes US Foods' post-offer, pre-employment background check and drug screen. The Class Member must report to work on the day designated or provide US Foods notice of good cause for their absence on or before that date.⁹ If good cause is provided, the Class Member must report to work on the next scheduled start date. Otherwise, US Foods may withdraw the job offer and shall be under no obligation to hire the Class Member under this Addendum but remains obligated to hire until 195 Selector positions are filled, or the list of Class Members is exhausted, whichever comes first.

US Foods agrees to pay Class Members hired under this provision at least the current entry level wage for Selector positions at each establishment and provide all regular and on-the-job training currently provided to employees in that position. Class Members shall receive retroactive seniority as a Selector back to the date of their original application for job retention purposes only, to the extent that seniority is a factor in layoff decisions.

2. **Reporting.** US Foods will document the job offers and hires, including job offers made, reason(s) for rejection, and Class Members hired and terminated during the monitoring period as set forth in Part VII, OFCCP Monitoring Period, below.

8. Class members must submit the application for the purpose of providing updated information to US Foods.

9. An example of good cause could be a Class Member who provides their current employer with a two weeks' notice and notifies US Foods about this situation along with a request for a delayed start date.

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

1. **Compliance.** US Foods shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran. US Foods will ensure that all applicants are afforded equal employment opportunities. US Foods agrees to continue and/or to implement the corrective actions detailed below.
2. **Revised Hiring Process.**
 - a. **Maintain Non-Discriminatory Selection Procedures.** US Foods agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. US Foods will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations and can show that the selection procedure is job related and consistent with business necessity.
 - b. **Review and revisions required.** Effective July 1, 2023, US Foods has agreed to and implemented a revised hiring process for Selector positions at each Covered Facility establishment. As part of the newly implemented hiring process, US Foods agrees to use a revised candidate interview form at the Covered Facilities focused on job related competency questions. Further, US Foods agrees that the revised interview will be conducted by trained recruiters at each establishment. US Foods will ensure all policies and qualifications standards are uniformly applied to all applicants.
 - c. **Warehouse Tour.** As part of the newly implemented process, US Foods agrees to the use of trained company officials in leading and directing the in-person post-offer enhanced warehouse tour for Selector candidates at each of the Covered Facilities and, to the extent possible, conduct warehouse tours in a group setting.¹⁰
3. **Training.**
 - a. **Revised Hiring Process.** Within 60 calendar days of the Effective Date of this Addendum, US Foods will train every individual involved in recruiting, selecting, interviewing, tracking, or touring applicants for Selector positions pursuant to the revised hiring process and OFCCP's recordkeeping requirements. The training will include instruction including, but not limited to: 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.
 - b. The training must ensure that recruiters and managers who have completed the training understand and can implement the requirements to (1) follow

10. Trained pursuant to the requirements in Part VI.3 of this Agreement.

nondiscriminatory recruitment and hiring practices, (2) consistently and fairly implement the Revised Hiring Process, and (3) properly document the results of their decisions and retain appropriate records.

- c. US Foods shall share its non-discrimination, anti-harassment, and anti-retaliation policies with new Selectors at the Covered Facilities.
 - d. **Equal employment opportunity obligations.** Within 60 calendar days of the Effective Date of this Addendum, US Foods will meet with management at the Covered Facilities and all individuals responsible for the recruitment and selection process at the Covered Facilities to review its equal employment obligations and nondiscrimination policies related to the selection process. US Foods will document and maintain a record of the date of each meeting, and the name and job title of each employee attending each meeting.
4. **Monitoring.** Consistent with the ERCA, US Foods agrees to monitor selection rates at each step of its selection process for Selector positions at each of the Covered Facilities. Where it is determined that a selection procedure or qualification has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of female applicants, 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. Where adverse impact is identified, in the fifth or sixth progress reports and US Foods is unable to demonstrate that the cause of the impact is job-related and consistent with business necessity, US Foods will modify its policies or procedures accordingly to address the cause of the disparate impact. US Foods shall also discuss with OFCCP appropriate job opportunities and remedial relief for affected individuals. US Foods agrees to maintain and make available for inspection records concerning the impact of the selection process for Selector positions. This includes documenting the number of persons hired by sex, the number of applicants who applied by sex, and the number of applicants by sex who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of the Agreement or as long as required by 41 CFR 60-1.12, whichever is later. US Foods will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 CFR Part 60-3.
5. **Outside Monitoring.** US Foods agrees to continued use of an outside monitor (Consultant) to 1) conduct reviews of policies and procedures, 2) to oversee impact analyses on the hiring process, including assessment of various stages and screens used by US Foods, 3) to suggest potential alternatives, and 4) to monitor impacts of any changes to the hiring process designed to further equal employment opportunity.
6. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, US Foods will ensure its recruiters and managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as, recruitment agreements, advertisements internal and with third party vendors, HRIS and payroll data, job applications, applicant and hire data, disposition codes, interview and

personnel records, and any other records or data used to generate the required reports. US Foods will retain the records until the Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

7. **Publicize Check-In Line.** US Foods agrees to expand trainings and dissemination of the employee Check-in Line for hired Selector class members and Selector employees at the Covered Facilities to report complaints, including those of harassment, discrimination, or retaliation.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** US Foods agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph VII.2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. US Foods will retain these records until the Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **US Foods Reports.**
 - A. **Schedule and Instructions:** US Foods agrees to extend the term of the Agreement for two years from the Effective Date of this Addendum. During that time, US Foods will furnish OFCCP with the remaining fourth and fifth progress report and an additional progress report according to the following schedule:
 - i. **Progress Report 4:** Due March 18, 2024, covering the period from of July 22, 2022 through July 21, 2023.¹¹
 - ii. **Progress Report 5:** Due September 16, 2024, covering the period of July 22, 2023 through July 21, 2024.
 - iii. **Progress Report 6:** Due September 16, 2025, covering the period of July 22, 2024 through July 21, 2025.

US Foods will submit reports to George Rouse, III., District Director, Charlotte District Office at (b) (6), (b) (7)(C)@dol.gov; with a copy to Regional Liaison (b) (6), (b) (7)(C)@dol.gov.

US Foods and OFCCP have a common interest in the information being provided in the reports pursuant to this Addendum and the Agreement. To the extent any of the reports US Foods provides in accordance with this Addendum and the Agreement are customarily kept private or closely held, and US Foods believes

11. Progress report numbering reflects a continued numerical sequence from the original ERCA, and extension of the Agreement as noted in this Addendum. Data from the 4th progress report will be used to analyze pre and post variations in the implementation of the revised Selector hiring process and for OFCCP feedback and recommendations to US Foods associated with this process. Further, the 4th progress report submission will conform with the reporting requirements as outlined in the original Agreement in Part V.4.

should remain confidential in the event of a FOIA request, US Foods will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent permissible under law.

- B. Reporting on Financial Remedy.** Within the prescribed timeframes, US Foods will submit all documents and information referenced in Part IV of the Addendum, including but not limited to names of Class Members who received a distribution pursuant to this Addendum, and for each such Class Member, the number and the amount of the check and the date the check cleared the bank. US Foods will provide OFCCP with copies of all canceled checks upon request.
- C. Reports on Job Offers:** In Progress Report 5 & 6, US Foods will report on all job offers and hires made pursuant to the Addendum until all of the job opportunities for the Covered Facilities are filled or the list of Class Members expressing interest in the positions is exhausted. This includes:
- i. A list of all Class Members who expressed an interest in employment by name, gender, and date of interest.
 - ii. Documentation of all job offers made to Class Members, including the name, the gender of individuals offered jobs, the date of their class member requisition submission, the date of the offer, the date the offer was accepted or rejected, starting dates, and the starting pay rate.
 - iii. A list of Class Members who expressed interest in job offers who did not successfully complete the post-offer hiring process, including the name, the gender of these individuals, the date of their class member requisition submission, if any, and the reason US Foods determined they did not successfully complete the post-offer hiring process along with all relevant documentation (e.g., failure to submit and/or satisfy pre-employment screening, such as drug screening, and documentation that the Class Member declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.
 - iv. A list and supporting documentation of Class Members who were hired and terminated during the life of the Agreement, including the reason for the termination.
 - v. Documentation of the number of available positions remaining to be filled and the number of Class Members still on the list.
 - vi. If US Foods has not filled all of the positions specified in this Addendum by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

- vii. If US Foods fails to meet its hiring obligations under this Addendum by the close of the Monitoring Period, OFCCP reserves its rights under Part II, Paragraphs 10 and 12 of the Agreement¹² to extend the monitoring period or to pursue enforcement remedies.

D. Reports on Modifications to Personnel Practices. In each Progress Report, US Foods will report on all modifications of personnel practices made through the date of that Progress Report pursuant to the Addendum and provide documentation of its compliance with the remedy provisions of this Addendum. If any of the relevant documents, such as job postings or policies, have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:

- i. Documentation of the implementation of and modifications to the Revised Hiring Process described in Part VI, Paragraph 2.
 - ii. Documentation of the training on the Revised Hiring Process and equal employment opportunity obligations described in Part VI, Paragraph 3. The documentation must include the name, job title, and establishment location of each employee attending the training discussed in Part VI, Paragraph 3a, the date of the training; the name, job title, and establishment location of each employee attending each meeting discussed in Part VI, Paragraph 3b, and the date of each meeting; the name, job title, and establishment location of each employee attending each meeting discussed in Part VI, Paragraph 3c and 3d.
- E. Within the prescribed timeframes, US Foods will submit all documents and information referenced in Parts IV-VI.
- F. In the fifth Progress Report, a list in MS Excel format of Affected Applicants who responded timely to the Notice Documents in accordance with the Addendum during the Progress Reporting period.
- G. In the fifth Progress Report, copies of the Information Verification & Employment Interest Form and Release of Claims Form submitted by each Affected Applicant during the Progress Reporting period.
- H. In each Progress Report, supporting documentation and a statement attesting that all Selector employees have been notified of the employee Check-In Line.
- I. In each Progress Report, monitoring reporting consistent with the progress reporting requirements as prescribed in the ERCA.

3. Close of Monitoring Period and Termination of Agreement. This Addendum incorporated into the Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts US Foods' final progress report as set forth in Part II, 11 & 12 of the Agreement. If OFCCP fails to notify US Foods in writing within sixty (60) days of the date of the final progress report that

12. Refers to the ERCA signed on July 25, 2019.

US Foods has not fulfilled all its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and the Agreement will terminate. If OFCCP notifies US Foods within the allotted time that it has not fulfilled all its obligations, the Agreement is automatically extended until the date that OFCCP determines US Foods has met all of its obligations under the Agreement.

VIII. Signatures

The person signing this Early Resolution Conciliation Agreement Addendum on behalf of US Foods, Inc. personally warrants that he is fully authorized to do so, that US Foods has entered into this Addendum voluntarily and with full knowledge of its effect, and that execution of this Addendum is fully binding on US Foods.

This Early Resolution Conciliation Agreement Addendum is hereby executed by and between the Office of Federal Contract Compliance Programs and US Foods, Inc.

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

Andrew M. Johnstone
Interim General Counsel
US Foods, Inc.
399 W. Higgins Road, Suite 100
Rosemont, Illinois 60018

DATE: 9/29/2023

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

Aida Y. Collins
Regional Director
OFCCP—Southeast Region

DATE: _____

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents
 - 1. Notice to Affected Applicants
 - 2. Information Verification & Employment Interest Form
 - 3. Release of Claims Form

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1	(b) (6), (b) (7)(C)	Lexington SC
2		Lexington SC
3		Lexington SC
4		Lexington SC
5		Lexington SC
6		Lexington SC
7		Lexington SC
8		Lexington SC
9		Lexington SC
10		Lexington SC
11		Lexington SC
12		Lexington SC
13		Lexington SC
14		Lexington SC
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16		Lexington SC
17		Lexington SC
18		Lexington SC
19		Lexington SC
20		Lexington SC
21		Lexington SC
22		Lexington SC
23		Lexington SC
24		Lexington SC
25		Lexington SC
26		Lexington SC
27		Lexington SC
28		Lexington SC
29		Lexington SC
30		Lexington SC
31		Lexington SC
32		Lexington SC
33		Lexington SC
34		Lexington SC
35		Lexington SC
36		Lexington SC
37		Lexington SC
38		Lexington SC
39		Lexington SC
40		Lexington SC

#	Candidate Name	Position Filled Location Name
41	(b) (6), (b) (7)(C)	Lexington SC
42		Lexington SC
43		Lexington SC
44		Lexington SC
45		Lexington SC
46		Lexington SC
47		Lexington SC
48		Lexington SC
49		Lexington SC
50		Lexington SC
51		Lexington SC
52		Lexington SC
53		Lexington SC
54		Lexington SC
55		Lexington SC
56		Lexington SC
57		Lexington SC
58		Lexington SC
59		Lexington SC
60		Lexington SC
61		Lexington SC
62		Lexington SC
63		Lexington SC
64		Lexington SC
65		Lexington SC
66		Lexington SC
67		Lexington SC
68		Lexington SC
69		Lexington SC
70		Lexington SC
71		Lexington SC
72		Lexington SC
73		Lexington SC
74		Lexington SC
75		Lexington SC
76		Lexington SC
77		Lexington SC
78		Lexington SC
79		Lexington SC
80		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
81	(b) (6), (b) (7)(C)	Lexington SC
82		Lexington SC
83		Lexington SC
84		Lexington SC
85		Lexington SC
86		Lexington SC
87		Lexington SC
88		Lexington SC
89		Lexington SC
90		Lexington SC
91		Lexington SC
92		Lexington SC
93		Lexington SC
94		Lexington SC
95		Lexington SC
96		Lexington SC
97		Lexington SC
98		Lexington SC
99		Lexington SC
100		Lexington SC
101		Lexington SC
102		Lexington SC
103		Lexington SC
104		Lexington SC
105		Lexington SC
106		Lexington SC
107		Lexington SC
108		Lexington SC
109		Lexington SC
110		Lexington SC
111		Lexington SC
112		Lexington SC
113		Lexington SC
114		Lexington SC
115		Lexington SC
116		Lexington SC
117		Lexington SC
118		Lexington SC
119		Lexington SC
120		Lexington SC

#	Candidate Name	Position Filled Location Name
121	(b) (6), (b) (7)(C)	Lexington SC
122		Lexington SC
123		Lexington SC
124		Lexington SC
125		Lexington SC
126		Lexington SC
127		Lexington SC
128		Lexington SC
129		Lexington SC
130		Lexington SC
131		Lexington SC
132		Lexington SC
133		Lexington SC
134		Lexington SC
135		Lexington SC
136		Lexington SC
137		Lexington SC
138		Lexington SC
139		Lexington SC
140		Lexington SC
141		Lexington SC
142		Lexington SC
143		Lexington SC
144		Lexington SC
145		Lexington SC
146		Lexington SC
147		Lexington SC
148		Lexington SC
149		Lexington SC
150		Lexington SC
151		Lexington SC
152		Lexington SC
153		Lexington SC
154		Lexington SC
155		Lexington SC
156		Lexington SC
157		Lexington SC
158		Lexington SC
159		Lexington SC
160		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
241	(b) (6), (b) (7)(C)	Lexington SC
242		Lexington SC
243		Lexington SC
244		Lexington SC
245		Lexington SC
246		Lexington SC
247		Lexington SC
248		Lexington SC
249		Lexington SC
250		Lexington SC
251		Lexington SC
252		Lexington SC
253		Lexington SC
254		Lexington SC
255		Lexington SC
256		Lexington SC
257		Lexington SC
258		Lexington SC
259		Lexington SC
260		Lexington SC
261		Lexington SC
262		Lexington SC
263		Lexington SC
264		Lexington SC
265		Lexington SC
266		Lexington SC
267		Lexington SC
268		Lexington SC
269		Lexington SC
270		Lexington SC
271		Lexington SC
272		Lexington SC
273		Lexington SC
274		Lexington SC
275		Lexington SC
276		Lexington SC
277		Lexington SC
278		Lexington SC
279		Lexington SC
280		Lexington SC

#	Candidate Name	Position Filled Location Name
281	(b) (6), (b) (7)(C)	Lexington SC
282		Lexington SC
283		Lexington SC
284		Lexington SC
285		Lexington SC
286		Lexington SC
287		Lexington SC
288		Lexington SC
289		Lexington SC
290		Lexington SC
291		Lexington SC
292		Lexington SC
293		Lexington SC
294		Lexington SC
295		Lexington SC
296		Lexington SC
297		Lexington SC
298		Lexington SC
299		Lexington SC
300		Lexington SC
301		Lexington SC
302		Lexington SC
303		Lexington SC
304		Lexington SC
305		Lexington SC
306		Lexington SC
307		Lexington SC
308		Lexington SC
309		Lexington SC
310		Lexington SC
311		Lexington SC
312		Lexington SC
313		Lexington SC
314		Lexington SC
315		Lexington SC
316		Lexington SC
317		Lexington SC
318		Lexington SC
319		Lexington SC
320		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
321	(b) (6), (b) (7)(C)	Lexington SC
322		Lexington SC
323		Lexington SC
324		Lexington SC
325		Lexington SC
326		Lexington SC
327		Lexington SC
328		Lexington SC
329		Lexington SC
330		Lexington SC
331		Lexington SC
332		Lexington SC
333		Lexington SC
334		Lexington SC
335		Lexington SC
336		Lexington SC
337		Lexington SC
338		Lexington SC
339		Lexington SC
340		Lexington SC
341		Lexington SC
342		Lexington SC
343		Lexington SC
344		Lexington SC
345		Lexington SC
346		Lexington SC
347		Lexington SC
348		Lexington SC
349		Lexington SC
350		Lexington SC
351		Lexington SC
352		Lexington SC
353		Lexington SC
354		Lexington SC
355		Lexington SC
356		Lexington SC
357		Lexington SC
358		Lexington SC
359		Lexington SC
360		Lexington SC

#	Candidate Name	Position Filled Location Name
361	(b) (6), (b) (7)(C)	Lexington SC
362		Lexington SC
363		Lexington SC
364		Lexington SC
365		Lexington SC
366		Lexington SC
367		Lexington SC
368		Lexington SC
369		Lexington SC
370		Lexington SC
371		Lexington SC
372		Lexington SC
373		Lexington SC
374		Lexington SC
375		Lexington SC
376		Lexington SC
377		Lexington SC
378		Lexington SC
379		Lexington SC
380		Lexington SC
381		Lexington SC
382		Lexington SC
383		Lexington SC
384		Lexington SC
385		Lexington SC
386		Lexington SC
387		Lexington SC
388		Lexington SC
389		Lexington SC
390		Lexington SC
391		Lexington SC
392		Lexington SC
393		Lexington SC
394		Lexington SC
395		Lexington SC
396		Lexington SC
397		Lexington SC
398		Lexington SC
399		Lexington SC
400		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
401	(b) (6), (b) (7)(C)	Lexington SC
402		Lexington SC
403		Lexington SC
404		Lexington SC
405		Lexington SC
406		Lexington SC
407		Lexington SC
408		Lexington SC
409		Lexington SC
410		Lexington SC
411		Lexington SC
412		Lexington SC
413		Lexington SC
414		Lexington SC
415		Lexington SC
416		Lexington SC
417		Lexington SC
418		Lexington SC
419		Lexington SC
420		Lexington SC
421		Lexington SC
422		Lexington SC
423		Lexington SC
424		Lexington SC
425		Lexington SC
426		Lexington SC
427		Lexington SC
428		Lexington SC
429		Lexington SC
430		Lexington SC
431		Lexington SC
432		Lexington SC
433		Lexington SC
434		Lexington SC
435		Lexington SC
436		Lexington SC
437		Lexington SC
438		Lexington SC
439		Lexington SC
440		Lexington SC

#	Candidate Name	Position Filled Location Name
441	(b) (6), (b) (7)(C)	Lexington SC
442		Lexington SC
443		Lexington SC
444		Lexington SC
445		Lexington SC
446		Lexington SC
447		Lexington SC
448		Lexington SC
449		Lexington SC
450		Lexington SC
451		Lexington SC
452		Lexington SC
453		Lexington SC
454		Lexington SC
455		Lexington SC
456		Lexington SC
457		Lexington SC
458		Lexington SC
459		Lexington SC
460		Lexington SC
461		Lexington SC
462		Lexington SC
463		Lexington SC
464		Lexington SC
465		Lexington SC
466		Lexington SC
467		Lexington SC
468		Lexington SC
469		Lexington SC
470		Lexington SC
471		Lexington SC
472		Lexington SC
473		Lexington SC
474		Lexington SC
475		Lexington SC
476		Lexington SC
477		Lexington SC
478		Lexington SC
479		Lexington SC
480		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
561	(b) (6), (b) (7)(C)	Lexington SC
562		Lexington SC
563		Lexington SC
564		Lexington SC
565		Lexington SC
566		Lexington SC
567		Lexington SC
568		Lexington SC
569		Lexington SC
570		Lexington SC
571		Lexington SC
572		Lexington SC
573		Lexington SC
574		Lexington SC
575		Lexington SC
576		Lexington SC
577		Lexington SC
578		Lexington SC
579		Lexington SC
580		Lexington SC
581		Lexington SC
582		Lexington SC
583		Lexington SC
584		Lexington SC
585		Lexington SC
586		Lexington SC
587		Lexington SC
588		Lexington SC
589		Lexington SC
590		Lexington SC
591		Lexington SC
592		Lexington SC
593		Lexington SC
594		Lexington SC
595		Lexington SC
596		Lexington SC
597		Lexington SC
598		Lexington SC
599		Lexington SC
600		Lexington SC

#	Candidate Name	Position Filled Location Name
601	(b) (6), (b) (7)(C)	Lexington SC
602		Lexington SC
603		Lexington SC
604		Lexington SC
605		Lexington SC
606		Lexington SC
607		Lexington SC
608		Lexington SC
609		Lexington SC
610		Lexington SC
611		Lexington SC
612		Lexington SC
613		Lexington SC
614		Lexington SC
615		Lexington SC
616		Lexington SC
617		Lexington SC
618		Lexington SC
619		Lexington SC
620		Lexington SC
621		Lexington SC
622		Lexington SC
623		Lexington SC
624		Lexington SC
625		Lexington SC
626		Lexington SC
627		Lexington SC
628		Lexington SC
629		Lexington SC
630		Lexington SC
631		Lexington SC
632		Lexington SC
633		Lexington SC
634		Lexington SC
635		Lexington SC
636		Lexington SC
637		Lexington SC
638		Lexington SC
639		Lexington SC
640		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
641	(b) (6), (b) (7)(C)	Lexington SC
642		Lexington SC
643		Lexington SC
644		Lexington SC
645		Lexington SC
646		Lexington SC
647		Lexington SC
648		Lexington SC
649		Lexington SC
650		Lexington SC
651		Lexington SC
652		Lexington SC
653		Lexington SC
654		Lexington SC
655		Lexington SC
656		Lexington SC
657		Lexington SC
658		Lexington SC
659		Lexington SC
660		Lexington SC
661		Lexington SC
662		Lexington SC
663		Lexington SC
664		Lexington SC
665		Lexington SC
666		Lexington SC
667		Lexington SC
668		Lexington SC
669		Lexington SC
670		Lexington SC
671		Lexington SC
672		Lexington SC
673		Lexington SC
674		Lexington SC
675		Lexington SC
676		Lexington SC
677		Lexington SC
678		Lexington SC
679		Lexington SC
680		Lexington SC

#	Candidate Name	Position Filled Location Name
681	(b) (6), (b) (7)(C)	Lexington SC
682		Lexington SC
683		Lexington SC
684		Lexington SC
685		Lexington SC
686		Lexington SC
687		Lexington SC
688		Lexington SC
689		Lexington SC
690		Lexington SC
691		Lexington SC
692		Lexington SC
693		Lexington SC
694		Lexington SC
695		Lexington SC
696		Lexington SC
697		Lexington SC
698		Lexington SC
699		Lexington SC
700		Lexington SC
701		Lexington SC
702		Lexington SC
703		Lexington SC
704		Lexington SC
705		Lexington SC
706		Lexington SC
707		Lexington SC
708		Lexington SC
709		Lexington SC
710		Lexington SC
711		Lexington SC
712		Lexington SC
713		Lexington SC
714		Lexington SC
715		Lexington SC
716		Lexington SC
717		Lexington SC
718		Lexington SC
719		Lexington SC
720		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
721	(b) (6), (b) (7)(C)	Lexington SC
722		Lexington SC
723		Lexington SC
724		Lexington SC
725		Lexington SC
726		Lexington SC
727		Lexington SC
728		Lexington SC
729		Lexington SC
730		Lexington SC
731		Lexington SC
732		Lexington SC
733		Lexington SC
734		Lexington SC
735		Lexington SC
736		Lexington SC
737		Lexington SC
738		Lexington SC
739		Lexington SC
740		Lexington SC
741		Lexington SC
742		Lexington SC
743		Lexington SC
744		Lexington SC
745		Lexington SC
746		Lexington SC
747		Lexington SC
748		Lexington SC
749		Lexington SC
750		Lexington SC
751		Lexington SC
752		Lexington SC
753		Lexington SC
754		Lexington SC
755		Lexington SC
756		Lexington SC
757		Lexington SC
758		Lexington SC
759		Lexington SC
760		Lexington SC

#	Candidate Name	Position Filled Location Name
761	(b) (6), (b) (7)(C)	Lexington SC
762		Lexington SC
763		Lexington SC
764		Lexington SC
765		Lexington SC
766		Lexington SC
767		Lexington SC
768		Lexington SC
769		Lexington SC
770		Lexington SC
771		Lexington SC
772		Lexington SC
773		Lexington SC
774		Lexington SC
775		Lexington SC
776		Lexington SC
777		Lexington SC
778		Lexington SC
779		Lexington SC
780		Lexington SC
781		Lexington SC
782		Lexington SC
783		Lexington SC
784		Lexington SC
785		Lexington SC
786		Lexington SC
787		Lexington SC
788		Lexington SC
789		Lexington SC
790		Lexington SC
791		Lexington SC
792		Lexington SC
793		Lexington SC
794		Lexington SC
795		Lexington SC
796		Lexington SC
797		Lexington SC
798		Lexington SC
799		Lexington SC
800		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
881	(b) (6), (b) (7)(C)	Lexington SC
882		Lexington SC
883		Lexington SC
884		Lexington SC
885		Lexington SC
886		Lexington SC
887		Lexington SC
888		Lexington SC
889		Lexington SC
890		Lexington SC
891		Lexington SC
892		Lexington SC
893		Lexington SC
894		Lexington SC
895		Lexington SC
896		Lexington SC
897		Lexington SC
898		Lexington SC
899		Lexington SC
900		Lexington SC
901		Lexington SC
902		Lexington SC
903		Lexington SC
904		Lexington SC
905		Lexington SC
906		Lexington SC
907		Lexington SC
908		Lexington SC
909		Lexington SC
910		Lexington SC
911		Lexington SC
912		Lexington SC
913		Lexington SC
914		Lexington SC
915		Lexington SC
916		Lexington SC
917		Lexington SC
918		Lexington SC
919		Lexington SC
920		Lexington SC

#	Candidate Name	Position Filled Location Name
921	(b) (6), (b) (7)(C)	Lexington SC
922		Lexington SC
923		Lexington SC
924		Lexington SC
925		Lexington SC
926		Lexington SC
927		Lexington SC
928		Lexington SC
929		Lexington SC
930		Lexington SC
931		Lexington SC
932		Lexington SC
933		Lexington SC
934		Lexington SC
935		Lexington SC
936		Lexington SC
937		Lexington SC
938		Lexington SC
939		Lexington SC
940		Lexington SC
941		Lexington SC
942		Lexington SC
943		Lexington SC
944		Lexington SC
945		Lexington SC
946		Lexington SC
947		Lexington SC
948		Lexington SC
949		Lexington SC
950		Lexington SC
951		Lexington SC
952		Lexington SC
953		Lexington SC
954		Lexington SC
955		Lexington SC
956		Lexington SC
957		Lexington SC
958		Lexington SC
959		Lexington SC
960		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
961	(b) (6), (b) (7)(C)	Lexington SC
962	(b) (6), (b) (7)(C)	Lexington SC
963	(b) (6), (b) (7)(C)	Lexington SC
964	(b) (6), (b) (7)(C)	Lexington SC
965	(b) (6), (b) (7)(C)	Lexington SC
966	(b) (6), (b) (7)(C)	Lexington SC
967	(b) (6), (b) (7)(C)	Lexington SC
968	(b) (6), (b) (7)(C)	Lexington SC
969	(b) (6), (b) (7)(C)	Lexington SC
970	(b) (6), (b) (7)(C)	Lexington SC
971	(b) (6), (b) (7)(C)	Lexington SC
972	(b) (6), (b) (7)(C)	Lexington SC
973	(b) (6), (b) (7)(C)	Lexington SC
974	(b) (6), (b) (7)(C)	Lexington SC
975	(b) (6), (b) (7)(C)	Lexington SC
976	(b) (6), (b) (7)(C)	Lexington SC
977	(b) (6), (b) (7)(C)	Lexington SC
978	(b) (6), (b) (7)(C)	Lexington SC
979	(b) (6), (b) (7)(C)	Lexington SC
980	(b) (6), (b) (7)(C)	Lexington SC
981	(b) (6), (b) (7)(C)	Lexington SC
982	(b) (6), (b) (7)(C)	Lexington SC
983	(b) (6), (b) (7)(C)	Lexington SC
984	(b) (6), (b) (7)(C)	Lexington SC
985	(b) (6), (b) (7)(C)	Lexington SC
986	(b) (6), (b) (7)(C)	Lexington SC
987	(b) (6), (b) (7)(C)	Lexington SC
988	(b) (6), (b) (7)(C)	Lexington SC
989	(b) (6), (b) (7)(C)	Lexington SC
990	(b) (6), (b) (7)(C)	Lexington SC
991	(b) (6), (b) (7)(C)	Lexington SC
992	(b) (6), (b) (7)(C)	Lexington SC
993	(b) (6), (b) (7)(C)	Lexington SC
994	(b) (6), (b) (7)(C)	Lexington SC
995	(b) (6), (b) (7)(C)	Lexington SC
996	(b) (6), (b) (7)(C)	Lexington SC
997	(b) (6), (b) (7)(C)	Lexington SC
998	(b) (6), (b) (7)(C)	Lexington SC
999	(b) (6), (b) (7)(C)	Lexington SC
1000	(b) (6), (b) (7)(C)	Lexington SC

#	Candidate Name	Position Filled Location Name
1001	(b) (6), (b) (7)(C)	Lexington SC
1002	(b) (6), (b) (7)(C)	Lexington SC
1003	(b) (6), (b) (7)(C)	Lexington SC
1004	(b) (6), (b) (7)(C)	Lexington SC
1005	(b) (6), (b) (7)(C)	Lexington SC
1006	(b) (6), (b) (7)(C)	Lexington SC
1007	(b) (6), (b) (7)(C)	Lexington SC
1008	(b) (6), (b) (7)(C)	Lexington SC
1009	(b) (6), (b) (7)(C)	Lexington SC
1010	(b) (6), (b) (7)(C)	Lexington SC
1011	(b) (6), (b) (7)(C)	Lexington SC
1012	(b) (6), (b) (7)(C)	Lexington SC
1013	(b) (6), (b) (7)(C)	Lexington SC
1014	(b) (6), (b) (7)(C)	Lexington SC
1015	(b) (6), (b) (7)(C)	Lexington SC
1016	(b) (6), (b) (7)(C)	Lexington SC
1017	(b) (6), (b) (7)(C)	Lexington SC
1018	(b) (6), (b) (7)(C)	Lexington SC
1019	(b) (6), (b) (7)(C)	Lexington SC
1020	(b) (6), (b) (7)(C)	Lexington SC
1021	(b) (6), (b) (7)(C)	Lexington SC
1022	(b) (6), (b) (7)(C)	Lexington SC
1023	(b) (6), (b) (7)(C)	Lexington SC
1024	(b) (6), (b) (7)(C)	Lexington SC
1025	(b) (6), (b) (7)(C)	Lexington SC
1026	(b) (6), (b) (7)(C)	Lexington SC
1027	(b) (6), (b) (7)(C)	Lexington SC
1028	(b) (6), (b) (7)(C)	Lexington SC
1029	(b) (6), (b) (7)(C)	Lexington SC
1030	(b) (6), (b) (7)(C)	Lexington SC
1031	(b) (6), (b) (7)(C)	Lexington SC
1032	(b) (6), (b) (7)(C)	Lexington SC
1033	(b) (6), (b) (7)(C)	Lexington SC
1034	(b) (6), (b) (7)(C)	Lexington SC
1035	(b) (6), (b) (7)(C)	Lexington SC
1036	(b) (6), (b) (7)(C)	Lexington SC
1037	(b) (6), (b) (7)(C)	Lexington SC
1038	(b) (6), (b) (7)(C)	Lexington SC
1039	(b) (6), (b) (7)(C)	Lexington SC
1040	(b) (6), (b) (7)(C)	Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1041	(b) (6), (b) (7)(C)	Lexington SC
1042		Lexington SC
1043		Lexington SC
1044		Lexington SC
1045		Lexington SC
1046		Lexington SC
1047		Lexington SC
1048		Lexington SC
1049		Lexington SC
1050		Lexington SC
1051		Lexington SC
1052		Lexington SC
1053		Lexington SC
1054		Lexington SC
1055		Lexington SC
1056		Lexington SC
1057		Lexington SC
1058		Lexington SC
1059		Lexington SC
1060		Lexington SC
1061		Lexington SC
1062		Lexington SC
1063		Lexington SC
1064		Lexington SC
1065		Lexington SC
1066		Lexington SC
1067		Lexington SC
1068		Lexington SC
1069		Lexington SC
1070		Lexington SC
1071		Lexington SC
1072		Lexington SC
1073		Lexington SC
1074		Lexington SC
1075		Lexington SC
1076		Lexington SC
1077		Lexington SC
1078		Lexington SC
1079		Lexington SC
1080		Lexington SC

#	Candidate Name	Position Filled Location Name
1081	(b) (6), (b) (7)(C)	Lexington SC
1082		Lexington SC
1083		Lexington SC
1084		Lexington SC
1085		Lexington SC
1086		Lexington SC
1087		Lexington SC
1088		Lexington SC
1089		Lexington SC
1090		Lexington SC
1091		Lexington SC
1092		Lexington SC
1093		Lexington SC
1094		Lexington SC
1095		Lexington SC
1096		Lexington SC
1097		Lexington SC
1098		Lexington SC
1099		Lexington SC
1100		Lexington SC
1101		Lexington SC
1102		Lexington SC
1103		Lexington SC
1104		Lexington SC
1105		Lexington SC
1106		Lexington SC
1107		Lexington SC
1108		Lexington SC
1109		Lexington SC
1110		Lexington SC
1111		Lexington SC
1112		Lexington SC
1113		Lexington SC
1114		Lexington SC
1115		Lexington SC
1116		Lexington SC
1117		Lexington SC
1118		Lexington SC
1119		Lexington SC
1120		Lexington SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1121	(b) (6), (b) (7)(C)	Lexington SC
1122		Lexington SC
1123		Lexington SC
1124		Lexington SC
1125		Lexington SC
1126		Zebulon NC
1127		Zebulon NC
1128		Zebulon NC
1129		Zebulon NC
1130		Zebulon NC
1131		Zebulon NC
1132		Zebulon NC
1133		Zebulon NC
1134		Zebulon NC
1135		Zebulon NC
1136		Zebulon NC
1137		Zebulon NC
1138		Zebulon NC
1139		Zebulon NC
1140		Zebulon NC
1141		Zebulon NC
1142		Zebulon NC
1143		Zebulon NC
1144		Zebulon NC
1145		Zebulon NC
1146		Zebulon NC
1147		Zebulon NC
1148		Zebulon NC
1149		Zebulon NC
1150		Zebulon NC
1151		Zebulon NC
1152		Zebulon NC
1153		Zebulon NC
1154		Zebulon NC
1155		Zebulon NC
1156		Zebulon NC
1157		Zebulon NC
1158		Zebulon NC
1159		Zebulon NC
1160		Zebulon NC

#	Candidate Name	Position Filled Location Name
1161	(b) (6), (b) (7)(C)	Zebulon NC
1162		Zebulon NC
1163		Zebulon NC
1164		Zebulon NC
1165		Zebulon NC
1166		Zebulon NC
1167		Zebulon NC
1168		Zebulon NC
1169		Zebulon NC
1170		Zebulon NC
1171		Zebulon NC
1172		Zebulon NC
1173		Zebulon NC
1174		Zebulon NC
1175		Zebulon NC
1176		Zebulon NC
1177		Zebulon NC
1178		Zebulon NC
1179		Zebulon NC
1180		Zebulon NC
1181		Zebulon NC
1182		Zebulon NC
1183		Zebulon NC
1184		Zebulon NC
1185		Zebulon NC
1186		Zebulon NC
1187		Zebulon NC
1188		Zebulon NC
1189		Zebulon NC
1190		Zebulon NC
1191		Zebulon NC
1192		Zebulon NC
1193		Zebulon NC
1194		Zebulon NC
1195		Zebulon NC
1196		Zebulon NC
1197		Zebulon NC
1198		Zebulon NC
1199		Zebulon NC
1200		Zebulon NC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1201	(b) (6), (b) (7)(C)	Zebulon NC
1202		Zebulon NC
1203		Zebulon NC
1204		Zebulon NC
1205		Zebulon NC
1206		Zebulon NC
1207		Zebulon NC
1208		Zebulon NC
1209		Zebulon NC
1210		Zebulon NC
1211		Zebulon NC
1212		Zebulon NC
1213		Zebulon NC
1214		Zebulon NC
1215		Zebulon NC
1216		Zebulon NC
1217		Zebulon NC
1218		Zebulon NC
1219		Zebulon NC
1220		Zebulon NC
1221		Zebulon NC
1222		Zebulon NC
1223		Zebulon NC
1224		Zebulon NC
1225		Zebulon NC
1226		Zebulon NC
1227		Zebulon NC
1228		Zebulon NC
1229		Zebulon NC
1230		Zebulon NC
1231		Zebulon NC
1232		Zebulon NC
1233		Zebulon NC
1234		Zebulon NC
1235		Zebulon NC
1236		Zebulon NC
1237		Zebulon NC
1238		Zebulon NC
1239		Zebulon NC
1240		Zebulon NC

#	Candidate Name	Position Filled Location Name
1241	(b) (6), (b) (7)(C)	Zebulon NC
1242		Zebulon NC
1243		Zebulon NC
1244		Zebulon NC
1245		Zebulon NC
1246		Zebulon NC
1247		Zebulon NC
1248		Zebulon NC
1249		Zebulon NC
1250		Zebulon NC
1251		Zebulon NC
1252		Zebulon NC
1253		Zebulon NC
1254		Zebulon NC
1255		Zebulon NC
1256		Zebulon NC
1257		Zebulon NC
1258		Zebulon NC
1259		Zebulon NC
1260		Zebulon NC
1261		Zebulon NC
1262		Zebulon NC
1263		Zebulon NC
1264		Zebulon NC
1265		Zebulon NC
1266		Zebulon NC
1267		Zebulon NC
1268		Zebulon NC
1269		Zebulon NC
1270		Zebulon NC
1271		Zebulon NC
1272		Zebulon NC
1273		Zebulon NC
1274		Zebulon NC
1275		Zebulon NC
1276		Zebulon NC
1277		Zebulon NC
1278		Zebulon NC
1279		Zebulon NC
1280		Zebulon NC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1361	(b) (6), (b) (7)(C)	Zebulon NC
1362		Zebulon NC
1363		Zebulon NC
1364		Zebulon NC
1365		Zebulon NC
1366		Zebulon NC
1367		Zebulon NC
1368		Zebulon NC
1369		Zebulon NC
1370		Zebulon NC
1371		Zebulon NC
1372		Zebulon NC
1373		Zebulon NC
1374		Zebulon NC
1375		Zebulon NC
1376		Zebulon NC
1377		Zebulon NC
1378		Zebulon NC
1379		Zebulon NC
1380		Zebulon NC
1381		Zebulon NC
1382		Zebulon NC
1383		Zebulon NC
1384		Zebulon NC
1385		Zebulon NC
1386		Zebulon NC
1387		Zebulon NC
1388		Zebulon NC
1389		Zebulon NC
1390		Zebulon NC
1391		Zebulon NC
1392		Zebulon NC
1393		Zebulon NC
1394		Zebulon NC
1395		Zebulon NC
1396		Zebulon NC
1397		Zebulon NC
1398		Zebulon NC
1399		Zebulon NC
1400		Zebulon NC

#	Candidate Name	Position Filled Location Name
1401	(b) (6), (b) (7)(C)	Zebulon NC
1402		Zebulon NC
1403		Zebulon NC
1404		Zebulon NC
1405		Zebulon NC
1406		Zebulon NC
1407		Zebulon NC
1408		Zebulon NC
1409		Zebulon NC
1410		Zebulon NC
1411		Zebulon NC
1412		Zebulon NC
1413		Zebulon NC
1414		Zebulon NC
1415		Zebulon NC
1416		Zebulon NC
1417		Zebulon NC
1418		Zebulon NC
1419		Zebulon NC
1420		Zebulon NC
1421		Zebulon NC
1422		Zebulon NC
1423		Zebulon NC
1424		Zebulon NC
1425		Zebulon NC
1426		Zebulon NC
1427		Zebulon NC
1428		Zebulon NC
1429		Zebulon NC
1430		Zebulon NC
1431		Zebulon NC
1432		Zebulon NC
1433		Zebulon NC
1434		Zebulon NC
1435		Zebulon NC
1436		Zebulon NC
1437		Zebulon NC
1438		Zebulon NC
1439		Zebulon NC
1440		Zebulon NC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1441	(b) (6), (b) (7)(C)	Zebulon NC
1442	(b) (6), (b) (7)(C)	Zebulon NC
1443	(b) (6), (b) (7)(C)	Zebulon NC
1444	(b) (6), (b) (7)(C)	Zebulon NC
1445	(b) (6), (b) (7)(C)	Zebulon NC
1446	(b) (6), (b) (7)(C)	Zebulon NC
1447	(b) (6), (b) (7)(C)	Zebulon NC
1448	(b) (6), (b) (7)(C)	Zebulon NC
1449	(b) (6), (b) (7)(C)	Zebulon NC
1450	(b) (6), (b) (7)(C)	Zebulon NC
1451	(b) (6), (b) (7)(C)	Zebulon NC
1452	(b) (6), (b) (7)(C)	Zebulon NC
1453	(b) (6), (b) (7)(C)	Zebulon NC
1454	(b) (6), (b) (7)(C)	Zebulon NC
1455	(b) (6), (b) (7)(C)	Zebulon NC
1456	(b) (6), (b) (7)(C)	Zebulon NC
1457	(b) (6), (b) (7)(C)	Zebulon NC
1458	(b) (6), (b) (7)(C)	Zebulon NC
1459	(b) (6), (b) (7)(C)	Zebulon NC
1460	(b) (6), (b) (7)(C)	Manassas VA
1461	(b) (6), (b) (7)(C)	Manassas VA
1462	(b) (6), (b) (7)(C)	Manassas VA
1463	(b) (6), (b) (7)(C)	Manassas VA
1464	(b) (6), (b) (7)(C)	Manassas VA
1465	(b) (6), (b) (7)(C)	Manassas VA
1466	(b) (6), (b) (7)(C)	Manassas VA
1467	(b) (6), (b) (7)(C)	Manassas VA
1468	(b) (6), (b) (7)(C)	Manassas VA
1469	(b) (6), (b) (7)(C)	Manassas VA
1470	(b) (6), (b) (7)(C)	Manassas VA
1471	(b) (6), (b) (7)(C)	Manassas VA
1472	(b) (6), (b) (7)(C)	Manassas VA
1473	(b) (6), (b) (7)(C)	Manassas VA
1474	(b) (6), (b) (7)(C)	Manassas VA
1475	(b) (6), (b) (7)(C)	Manassas VA
1476	(b) (6), (b) (7)(C)	Manassas VA
1477	(b) (6), (b) (7)(C)	Manassas VA
1478	(b) (6), (b) (7)(C)	Manassas VA
1479	(b) (6), (b) (7)(C)	Manassas VA
1480	(b) (6), (b) (7)(C)	Manassas VA

#	Candidate Name	Position Filled Location Name
1481	(b) (6), (b) (7)(C)	Manassas VA
1482	(b) (6), (b) (7)(C)	Manassas VA
1483	(b) (6), (b) (7)(C)	Manassas VA
1484	(b) (6), (b) (7)(C)	Manassas VA
1485	(b) (6), (b) (7)(C)	Manassas VA
1486	(b) (6), (b) (7)(C)	Manassas VA
1487	(b) (6), (b) (7)(C)	Manassas VA
1488	(b) (6), (b) (7)(C)	Manassas VA
1489	(b) (6), (b) (7)(C)	Manassas VA
1490	(b) (6), (b) (7)(C)	Manassas VA
1491	(b) (6), (b) (7)(C)	Manassas VA
1492	(b) (6), (b) (7)(C)	Manassas VA
1493	(b) (6), (b) (7)(C)	Manassas VA
1494	(b) (6), (b) (7)(C)	Manassas VA
1495	(b) (6), (b) (7)(C)	Manassas VA
1496	(b) (6), (b) (7)(C)	Manassas VA
1497	(b) (6), (b) (7)(C)	Manassas VA
1498	(b) (6), (b) (7)(C)	Manassas VA
1499	(b) (6), (b) (7)(C)	Manassas VA
1500	(b) (6), (b) (7)(C)	Manassas VA
1501	(b) (6), (b) (7)(C)	Manassas VA
1502	(b) (6), (b) (7)(C)	Manassas VA
1503	(b) (6), (b) (7)(C)	Manassas VA
1504	(b) (6), (b) (7)(C)	Manassas VA
1505	(b) (6), (b) (7)(C)	Manassas VA
1506	(b) (6), (b) (7)(C)	Manassas VA
1507	(b) (6), (b) (7)(C)	Manassas VA
1508	(b) (6), (b) (7)(C)	Manassas VA
1509	(b) (6), (b) (7)(C)	Manassas VA
1510	(b) (6), (b) (7)(C)	Manassas VA
1511	(b) (6), (b) (7)(C)	Manassas VA
1512	(b) (6), (b) (7)(C)	Manassas VA
1513	(b) (6), (b) (7)(C)	Manassas VA
1514	(b) (6), (b) (7)(C)	Port Orange FL
1515	(b) (6), (b) (7)(C)	Port Orange FL
1516	(b) (6), (b) (7)(C)	Port Orange FL
1517	(b) (6), (b) (7)(C)	Port Orange FL
1518	(b) (6), (b) (7)(C)	Port Orange FL
1519	(b) (6), (b) (7)(C)	Port Orange FL
1520	(b) (6), (b) (7)(C)	Port Orange FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1601	(b) (6), (b) (7)(C)	Port Orange FL
1602		Port Orange FL
1603		Port Orange FL
1604		Port Orange FL
1605		Port Orange FL
1606		Port Orange FL
1607		Port Orange FL
1608		Port Orange FL
1609		Port Orange FL
1610		Port Orange FL
1611		Port Orange FL
1612		Port Orange FL
1613		Port Orange FL
1614		Port Orange FL
1615		Port Orange FL
1616		Port Orange FL
1617		Port Orange FL
1618		Port Orange FL
1619		Port Orange FL
1620		Port Orange FL
1621		Port Orange FL
1622		Port Orange FL
1623		Port Orange FL
1624		Port Orange FL
1625		Port Orange FL
1626		Port Orange FL
1627		Port Orange FL
1628		Port Orange FL
1629		Port Orange FL
1630		Port Orange FL
1631		Port Orange FL
1632		Port Orange FL
1633		Port Orange FL
1634		Port Orange FL
1635		Port Orange FL
1636		Port Orange FL
1637		Port Orange FL
1638		Port Orange FL
1639		Port Orange FL
1640		Port Orange FL

#	Candidate Name	Position Filled Location Name
1641	(b) (6), (b) (7)(C)	Port Orange FL
1642		Port Orange FL
1643		Port Orange FL
1644		Port Orange FL
1645		Port Orange FL
1646		Port Orange FL
1647		Port Orange FL
1648		Port Orange FL
1649		Port Orange FL
1650		Port Orange FL
1651		Port Orange FL
1652		Port Orange FL
1653		Port Orange FL
1654		Port Orange FL
1655		Port Orange FL
1656		Port Orange FL
1657		Port Orange FL
1658		Port Orange FL
1659		Port Orange FL
1660		Port Orange FL
1661		Port Orange FL
1662		Port Orange FL
1663		Port Orange FL
1664		Port Orange FL
1665		Port Orange FL
1666		Port Orange FL
1667		Port Orange FL
1668		Port Orange FL
1669		Port Orange FL
1670		Port Orange FL
1671		Port Orange FL
1672		Port Orange FL
1673		Port Orange FL
1674		Port Orange FL
1675		Port Orange FL
1676		Port Orange FL
1677		Port Orange FL
1678		Port Orange FL
1679		Port Orange FL
1680		Port Orange FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1761	(b) (6), (b) (7)(C)	Fort Mill SC
1762		Fort Mill SC
1763		Fort Mill SC
1764		Fort Mill SC
1765		Fort Mill SC
1766		Fort Mill SC
1767		Fort Mill SC
1768		Fort Mill SC
1769		Fort Mill SC
1770		Fort Mill SC
1771		Fort Mill SC
1772		Fort Mill SC
1773		Fort Mill SC
1774		Fort Mill SC
1775		Fort Mill SC
1776		Fort Mill SC
1777		Fort Mill SC
1778		Fort Mill SC
1779		Fort Mill SC
1780		Fort Mill SC
1781		Fort Mill SC
1782		Fort Mill SC
1783		Fort Mill SC
1784		Fort Mill SC
1785		Fort Mill SC
1786		Fort Mill SC
1787		Fort Mill SC
1788		Fort Mill SC
1789		Fort Mill SC
1790		Fort Mill SC
1791		Fort Mill SC
1792		Fort Mill SC
1793		Fort Mill SC
1794		Fort Mill SC
1795		Fort Mill SC
1796		Fort Mill SC
1797		Fort Mill SC
1798		Fort Mill SC
1799		Fort Mill SC
1800		Fort Mill SC

#	Candidate Name	Position Filled Location Name
1801	(b) (6), (b) (7)(C)	Fort Mill SC
1802		Fort Mill SC
1803		Fort Mill SC
1804		Fort Mill SC
1805		Fort Mill SC
1806		Fort Mill SC
1807		Fort Mill SC
1808		Fort Mill SC
1809		Fort Mill SC
1810		Fort Mill SC
1811		Fort Mill SC
1812		Fort Mill SC
1813		Fort Mill SC
1814		Fort Mill SC
1815		Fort Mill SC
1816		Fort Mill SC
1817		Fort Mill SC
1818		Fort Mill SC
1819		Fort Mill SC
1820		Fort Mill SC
1821		Fort Mill SC
1822		Fort Mill SC
1823		Fort Mill SC
1824		Fort Mill SC
1825		Fort Mill SC
1826		Fort Mill SC
1827		Fort Mill SC
1828		Fort Mill SC
1829		Fort Mill SC
1830		Fort Mill SC
1831		Fort Mill SC
1832		Fort Mill SC
1833		Fort Mill SC
1834		Fort Mill SC
1835		Fort Mill SC
1836		Fort Mill SC
1837		Fort Mill SC
1838		Fort Mill SC
1839		Fort Mill SC
1840		Fort Mill SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
1841	(b) (6), (b) (7)(C)	Fort Mill SC
1842		Fort Mill SC
1843		Fort Mill SC
1844		Fort Mill SC
1845		Fort Mill SC
1846		Fort Mill SC
1847		Fort Mill SC
1848		Fort Mill SC
1849		Fort Mill SC
1850		Fort Mill SC
1851		Fort Mill SC
1852		Fort Mill SC
1853		Fort Mill SC
1854		Fort Mill SC
1855		Fort Mill SC
1856		Fort Mill SC
1857		Fort Mill SC
1858		Fort Mill SC
1859		Fort Mill SC
1860		Fort Mill SC
1861		Fort Mill SC
1862		Fort Mill SC
1863		Fort Mill SC
1864		Fort Mill SC
1865		Fort Mill SC
1866		Fort Mill SC
1867		Fort Mill SC
1868		Fort Mill SC
1869		Fort Mill SC
1870		Fort Mill SC
1871		Fort Mill SC
1872		Fort Mill SC
1873		Fort Mill SC
1874		Fort Mill SC
1875		Fort Mill SC
1876		Fort Mill SC
1877		Fort Mill SC
1878		Fort Mill SC
1879		Fort Mill SC
1880		Fort Mill SC

#	Candidate Name	Position Filled Location Name
1881	(b) (6), (b) (7)(C)	Fort Mill SC
1882		Fort Mill SC
1883		Fort Mill SC
1884		Fort Mill SC
1885		Fort Mill SC
1886		Fort Mill SC
1887		Fort Mill SC
1888		Fort Mill SC
1889		Fort Mill SC
1890		Fort Mill SC
1891		Fort Mill SC
1892		Fort Mill SC
1893		Fort Mill SC
1894		Fort Mill SC
1895		Fort Mill SC
1896		Fort Mill SC
1897		Fort Mill SC
1898		Fort Mill SC
1899		Fort Mill SC
1900		Fort Mill SC
1901		Fort Mill SC
1902		Fort Mill SC
1903		Fort Mill SC
1904		Fort Mill SC
1905		Fort Mill SC
1906		Fort Mill SC
1907		Fort Mill SC
1908		Fort Mill SC
1909		Fort Mill SC
1910		Fort Mill SC
1911		Fort Mill SC
1912		Fort Mill SC
1913		Fort Mill SC
1914		Fort Mill SC
1915		Fort Mill SC
1916		Fort Mill SC
1917		Fort Mill SC
1918		Fort Mill SC
1919		Fort Mill SC
1920		Fort Mill SC

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2001	(b) (6), (b) (7)(C)	Fort Mill SC
2002		Fort Mill SC
2003		Fort Mill SC
2004		Fort Mill SC
2005		Fort Mill SC
2006		Fort Mill SC
2007		Fort Mill SC
2008		Fort Mill SC
2009		Fort Mill SC
2010		Fort Mill SC
2011		Fort Mill SC
2012		Fort Mill SC
2013		Fort Mill SC
2014		Fort Mill SC
2015		Fort Mill SC
2016		Fort Mill SC
2017		Fort Mill SC
2018		Fort Mill SC
2019		Fort Mill SC
2020		Fort Mill SC
2021		Fort Mill SC
2022		Fort Mill SC
2023		Fort Mill SC
2024		Fort Mill SC
2025		Fort Mill SC
2026		Fort Mill SC
2027		Fort Mill SC
2028		Fort Mill SC
2029		Fort Mill SC
2030		Fort Mill SC
2031		Fort Mill SC
2032		Fort Mill SC
2033		Fort Mill SC
2034		Fort Mill SC
2035		Fort Mill SC
2036		Fort Mill SC
2037		Fort Mill SC
2038		Fort Mill SC
2039		Fort Mill SC
2040		Fort Mill SC

#	Candidate Name	Position Filled Location Name
2041	(b) (6), (b) (7)(C)	Fort Mill SC
2042		Fort Mill SC
2043		Fort Mill SC
2044		Fort Mill SC
2045		Fort Mill SC
2046		Fort Mill SC
2047		Fort Mill SC
2048		Fort Mill SC
2049		Fort Mill SC
2050		Fort Mill SC
2051		Fort Mill SC
2052		Fort Mill SC
2053		Fort Mill SC
2054		Fort Mill SC
2055		Fort Mill SC
2056		Fort Mill SC
2057		Fort Mill SC
2058		Fort Mill SC
2059		Fort Mill SC
2060		Fort Mill SC
2061		Fort Mill SC
2062		Fort Mill SC
2063		Fort Mill SC
2064		Fort Mill SC
2065		Fort Mill SC
2066		Fort Mill SC
2067		Fort Mill SC
2068		Fort Mill SC
2069		Fort Mill SC
2070		Fort Mill SC
2071		Fort Mill SC
2072		Fort Mill SC
2073		Fort Mill SC
2074		Fort Mill SC
2075		Fort Mill SC
2076		Fort Mill SC
2077		Fort Mill SC
2078		Tampa FL
2079		Tampa FL
2080		Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2081	(b) (6), (b) (7)(C)	Tampa FL
2082	(b) (6), (b) (7)(C)	Tampa FL
2083	(b) (6), (b) (7)(C)	Tampa FL
2084	(b) (6), (b) (7)(C)	Tampa FL
2085	(b) (6), (b) (7)(C)	Tampa FL
2086	(b) (6), (b) (7)(C)	Tampa FL
2087	(b) (6), (b) (7)(C)	Tampa FL
2088	(b) (6), (b) (7)(C)	Tampa FL
2089	(b) (6), (b) (7)(C)	Tampa FL
2090	(b) (6), (b) (7)(C)	Tampa FL
2091	(b) (6), (b) (7)(C)	Tampa FL
2092	(b) (6), (b) (7)(C)	Tampa FL
2093	(b) (6), (b) (7)(C)	Tampa FL
2094	(b) (6), (b) (7)(C)	Tampa FL
2095	(b) (6), (b) (7)(C)	Tampa FL
2096	(b) (6), (b) (7)(C)	Tampa FL
2097	(b) (6), (b) (7)(C)	Tampa FL
2098	(b) (6), (b) (7)(C)	Tampa FL
2099	(b) (6), (b) (7)(C)	Tampa FL
2100	(b) (6), (b) (7)(C)	Tampa FL
2101	(b) (6), (b) (7)(C)	Tampa FL
2102	(b) (6), (b) (7)(C)	Tampa FL
2103	(b) (6), (b) (7)(C)	Tampa FL
2104	(b) (6), (b) (7)(C)	Tampa FL
2105	(b) (6), (b) (7)(C)	Tampa FL
2106	(b) (6), (b) (7)(C)	Tampa FL
2107	(b) (6), (b) (7)(C)	Tampa FL
2108	(b) (6), (b) (7)(C)	Tampa FL
2109	(b) (6), (b) (7)(C)	Tampa FL
2110	(b) (6), (b) (7)(C)	Tampa FL
2111	(b) (6), (b) (7)(C)	Tampa FL
2112	(b) (6), (b) (7)(C)	Tampa FL
2113	(b) (6), (b) (7)(C)	Tampa FL
2114	(b) (6), (b) (7)(C)	Tampa FL
2115	(b) (6), (b) (7)(C)	Tampa FL
2116	(b) (6), (b) (7)(C)	Tampa FL
2117	(b) (6), (b) (7)(C)	Tampa FL
2118	(b) (6), (b) (7)(C)	Tampa FL
2119	(b) (6), (b) (7)(C)	Tampa FL
2120	(b) (6), (b) (7)(C)	Tampa FL

#	Candidate Name	Position Filled Location Name
2121	(b) (6), (b) (7)(C)	Tampa FL
2122	(b) (6), (b) (7)(C)	Tampa FL
2123	(b) (6), (b) (7)(C)	Tampa FL
2124	(b) (6), (b) (7)(C)	Tampa FL
2125	(b) (6), (b) (7)(C)	Tampa FL
2126	(b) (6), (b) (7)(C)	Tampa FL
2127	(b) (6), (b) (7)(C)	Tampa FL
2128	(b) (6), (b) (7)(C)	Tampa FL
2129	(b) (6), (b) (7)(C)	Tampa FL
2130	(b) (6), (b) (7)(C)	Tampa FL
2131	(b) (6), (b) (7)(C)	Tampa FL
2132	(b) (6), (b) (7)(C)	Tampa FL
2133	(b) (6), (b) (7)(C)	Tampa FL
2134	(b) (6), (b) (7)(C)	Tampa FL
2135	(b) (6), (b) (7)(C)	Tampa FL
2136	(b) (6), (b) (7)(C)	Tampa FL
2137	(b) (6), (b) (7)(C)	Tampa FL
2138	(b) (6), (b) (7)(C)	Tampa FL
2139	(b) (6), (b) (7)(C)	Tampa FL
2140	(b) (6), (b) (7)(C)	Tampa FL
2141	(b) (6), (b) (7)(C)	Tampa FL
2142	(b) (6), (b) (7)(C)	Tampa FL
2143	(b) (6), (b) (7)(C)	Tampa FL
2144	(b) (6), (b) (7)(C)	Tampa FL
2145	(b) (6), (b) (7)(C)	Tampa FL
2146	(b) (6), (b) (7)(C)	Tampa FL
2147	(b) (6), (b) (7)(C)	Tampa FL
2148	(b) (6), (b) (7)(C)	Tampa FL
2149	(b) (6), (b) (7)(C)	Tampa FL
2150	(b) (6), (b) (7)(C)	Tampa FL
2151	(b) (6), (b) (7)(C)	Tampa FL
2152	(b) (6), (b) (7)(C)	Tampa FL
2153	(b) (6), (b) (7)(C)	Tampa FL
2154	(b) (6), (b) (7)(C)	Tampa FL
2155	(b) (6), (b) (7)(C)	Tampa FL
2156	(b) (6), (b) (7)(C)	Tampa FL
2157	(b) (6), (b) (7)(C)	Tampa FL
2158	(b) (6), (b) (7)(C)	Tampa FL
2159	(b) (6), (b) (7)(C)	Tampa FL
2160	(b) (6), (b) (7)(C)	Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2161	(b) (6), (b) (7)(C)	Tampa FL
2162		Tampa FL
2163		Tampa FL
2164		Tampa FL
2165		Tampa FL
2166		Tampa FL
2167		Tampa FL
2168		Tampa FL
2169		Tampa FL
2170		Tampa FL
2171		Tampa FL
2172		Tampa FL
2173		Tampa FL
2174		Tampa FL
2175		Tampa FL
2176		Tampa FL
2177		Tampa FL
2178		Tampa FL
2179		Tampa FL
2180		Tampa FL
2181		Tampa FL
2182		Tampa FL
2183		Tampa FL
2184		Tampa FL
2185		Tampa FL
2186		Tampa FL
2187		Tampa FL
2188		Tampa FL
2189		Tampa FL
2190		Tampa FL
2191		Tampa FL
2192		Tampa FL
2193		Tampa FL
2194		Tampa FL
2195		Tampa FL
2196		Tampa FL
2197		Tampa FL
2198		Tampa FL
2199		Tampa FL
2200		Tampa FL

#	Candidate Name	Position Filled Location Name
2201	(b) (6), (b) (7)(C)	Tampa FL
2202		Tampa FL
2203		Tampa FL
2204		Tampa FL
2205		Tampa FL
2206		Tampa FL
2207		Tampa FL
2208		Tampa FL
2209		Tampa FL
2210		Tampa FL
2211		Tampa FL
2212		Tampa FL
2213		Tampa FL
2214		Tampa FL
2215		Tampa FL
2216		Tampa FL
2217		Tampa FL
2218		Tampa FL
2219		Tampa FL
2220		Tampa FL
2221		Tampa FL
2222		Tampa FL
2223		Tampa FL
2224		Tampa FL
2225		Tampa FL
2226		Tampa FL
2227		Tampa FL
2228		Tampa FL
2229		Tampa FL
2230		Tampa FL
2231		Tampa FL
2232		Tampa FL
2233		Tampa FL
2234		Tampa FL
2235		Tampa FL
2236		Tampa FL
2237		Tampa FL
2238		Tampa FL
2239		Tampa FL
2240		Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2241	(b) (6), (b) (7)(C)	Tampa FL
2242		Tampa FL
2243		Tampa FL
2244		Tampa FL
2245		Tampa FL
2246		Tampa FL
2247		Tampa FL
2248		Tampa FL
2249		Tampa FL
2250		Tampa FL
2251		Tampa FL
2252		Tampa FL
2253		Tampa FL
2254		Tampa FL
2255		Tampa FL
2256		Tampa FL
2257		Tampa FL
2258		Tampa FL
2259		Tampa FL
2260		Tampa FL
2261		Tampa FL
2262		Tampa FL
2263		Tampa FL
2264		Tampa FL
2265		Tampa FL
2266		Tampa FL
2267		Tampa FL
2268		Tampa FL
2269		Tampa FL
2270		Tampa FL
2271		Tampa FL
2272		Tampa FL
2273		Tampa FL
2274		Tampa FL
2275		Tampa FL
2276		Tampa FL
2277		Tampa FL
2278		Tampa FL
2279		Tampa FL
2280		Tampa FL

#	Candidate Name	Position Filled Location Name
2281	(b) (6), (b) (7)(C)	Tampa FL
2282		Tampa FL
2283		Tampa FL
2284		Tampa FL
2285		Tampa FL
2286		Tampa FL
2287		Tampa FL
2288		Tampa FL
2289		Tampa FL
2290		Tampa FL
2291		Tampa FL
2292		Tampa FL
2293		Tampa FL
2294		Tampa FL
2295		Tampa FL
2296		Tampa FL
2297		Tampa FL
2298		Tampa FL
2299		Tampa FL
2300		Tampa FL
2301		Tampa FL
2302		Tampa FL
2303		Tampa FL
2304		Tampa FL
2305		Tampa FL
2306		Tampa FL
2307		Tampa FL
2308		Tampa FL
2309		Tampa FL
2310		Tampa FL
2311		Tampa FL
2312		Tampa FL
2313		Tampa FL
2314		Tampa FL
2315		Tampa FL
2316		Tampa FL
2317		Tampa FL
2318		Tampa FL
2319		Tampa FL
2320		Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2321	(b) (6), (b) (7)(C)	Tampa FL
2322	(b) (6), (b) (7)(C)	Tampa FL
2323	(b) (6), (b) (7)(C)	Tampa FL
2324	(b) (6), (b) (7)(C)	Tampa FL
2325	(b) (6), (b) (7)(C)	Tampa FL
2326	(b) (6), (b) (7)(C)	Tampa FL
2327	(b) (6), (b) (7)(C)	Tampa FL
2328	(b) (6), (b) (7)(C)	Tampa FL
2329	(b) (6), (b) (7)(C)	Tampa FL
2330	(b) (6), (b) (7)(C)	Tampa FL
2331	(b) (6), (b) (7)(C)	Tampa FL
2332	(b) (6), (b) (7)(C)	Tampa FL
2333	(b) (6), (b) (7)(C)	Tampa FL
2334	(b) (6), (b) (7)(C)	Tampa FL
2335	(b) (6), (b) (7)(C)	Tampa FL
2336	(b) (6), (b) (7)(C)	Tampa FL
2337	(b) (6), (b) (7)(C)	Tampa FL
2338	(b) (6), (b) (7)(C)	Tampa FL
2339	(b) (6), (b) (7)(C)	Tampa FL
2340	(b) (6), (b) (7)(C)	Tampa FL
2341	(b) (6), (b) (7)(C)	Tampa FL
2342	(b) (6), (b) (7)(C)	Tampa FL
2343	(b) (6), (b) (7)(C)	Tampa FL
2344	(b) (6), (b) (7)(C)	Tampa FL
2345	(b) (6), (b) (7)(C)	Tampa FL
2346	(b) (6), (b) (7)(C)	Tampa FL
2347	(b) (6), (b) (7)(C)	Tampa FL
2348	(b) (6), (b) (7)(C)	Tampa FL
2349	(b) (6), (b) (7)(C)	Tampa FL
2350	(b) (6), (b) (7)(C)	Tampa FL
2351	(b) (6), (b) (7)(C)	Tampa FL
2352	(b) (6), (b) (7)(C)	Tampa FL
2353	(b) (6), (b) (7)(C)	Tampa FL
2354	(b) (6), (b) (7)(C)	Tampa FL
2355	(b) (6), (b) (7)(C)	Tampa FL
2356	(b) (6), (b) (7)(C)	Tampa FL
2357	(b) (6), (b) (7)(C)	Tampa FL
2358	(b) (6), (b) (7)(C)	Tampa FL
2359	(b) (6), (b) (7)(C)	Tampa FL
2360	(b) (6), (b) (7)(C)	Tampa FL

#	Candidate Name	Position Filled Location Name
2361	(b) (6), (b) (7)(C)	Tampa FL
2362	(b) (6), (b) (7)(C)	Tampa FL
2363	(b) (6), (b) (7)(C)	Tampa FL
2364	(b) (6), (b) (7)(C)	Tampa FL
2365	(b) (6), (b) (7)(C)	Tampa FL
2366	(b) (6), (b) (7)(C)	Tampa FL
2367	(b) (6), (b) (7)(C)	Tampa FL
2368	(b) (6), (b) (7)(C)	Tampa FL
2369	(b) (6), (b) (7)(C)	Tampa FL
2370	(b) (6), (b) (7)(C)	Tampa FL
2371	(b) (6), (b) (7)(C)	Tampa FL
2372	(b) (6), (b) (7)(C)	Tampa FL
2373	(b) (6), (b) (7)(C)	Tampa FL
2374	(b) (6), (b) (7)(C)	Tampa FL
2375	(b) (6), (b) (7)(C)	Tampa FL
2376	(b) (6), (b) (7)(C)	Tampa FL
2377	(b) (6), (b) (7)(C)	Tampa FL
2378	(b) (6), (b) (7)(C)	Tampa FL
2379	(b) (6), (b) (7)(C)	Tampa FL
2380	(b) (6), (b) (7)(C)	Tampa FL
2381	(b) (6), (b) (7)(C)	Tampa FL
2382	(b) (6), (b) (7)(C)	Tampa FL
2383	(b) (6), (b) (7)(C)	Tampa FL
2384	(b) (6), (b) (7)(C)	Tampa FL
2385	(b) (6), (b) (7)(C)	Tampa FL
2386	(b) (6), (b) (7)(C)	Tampa FL
2387	(b) (6), (b) (7)(C)	Tampa FL
2388	(b) (6), (b) (7)(C)	Tampa FL
2389	(b) (6), (b) (7)(C)	Tampa FL
2390	(b) (6), (b) (7)(C)	Tampa FL
2391	(b) (6), (b) (7)(C)	Tampa FL
2392	(b) (6), (b) (7)(C)	Tampa FL
2393	(b) (6), (b) (7)(C)	Tampa FL
2394	(b) (6), (b) (7)(C)	Tampa FL
2395	(b) (6), (b) (7)(C)	Tampa FL
2396	(b) (6), (b) (7)(C)	Tampa FL
2397	(b) (6), (b) (7)(C)	Tampa FL
2398	(b) (6), (b) (7)(C)	Tampa FL
2399	(b) (6), (b) (7)(C)	Tampa FL
2400	(b) (6), (b) (7)(C)	Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2401	(b) (6), (b) (7)(C)	Tampa FL
2402		Tampa FL
2403		Tampa FL
2404		Tampa FL
2405		Tampa FL
2406		Tampa FL
2407		Tampa FL
2408		Tampa FL
2409		Tampa FL
2410		Tampa FL
2411		Tampa FL
2412		Tampa FL
2413		Tampa FL
2414		Tampa FL
2415		Tampa FL
2416		Tampa FL
2417		Tampa FL
2418		Tampa FL
2419		Tampa FL
2420		Tampa FL
2421		Tampa FL
2422		Tampa FL
2423		Tampa FL
2424		Tampa FL
2425		Tampa FL
2426		Tampa FL
2427		Tampa FL
2428		Tampa FL
2429		Tampa FL
2430		Tampa FL
2431		Tampa FL
2432		Tampa FL
2433		Tampa FL
2434		Tampa FL
2435		Tampa FL
2436		Tampa FL
2437		Tampa FL
2438		Tampa FL
2439		Tampa FL
2440		Tampa FL

#	Candidate Name	Position Filled Location Name
2441	(b) (6), (b) (7)(C)	Tampa FL
2442		Tampa FL
2443		Tampa FL
2444		Tampa FL
2445		Tampa FL
2446		Tampa FL
2447		Tampa FL
2448		Tampa FL
2449		Tampa FL
2450		Tampa FL
2451		Tampa FL
2452		Tampa FL
2453		Tampa FL
2454		Tampa FL
2455		Tampa FL
2456		Tampa FL
2457		Tampa FL
2458		Tampa FL
2459		Tampa FL
2460		Tampa FL
2461		Tampa FL
2462		Tampa FL
2463		Tampa FL
2464		Tampa FL
2465		Tampa FL
2466		Tampa FL
2467		Tampa FL
2468		Tampa FL
2469		Tampa FL
2470		Tampa FL
2471		Tampa FL
2472		Tampa FL
2473		Tampa FL
2474		Tampa FL
2475		Tampa FL
2476		Tampa FL
2477		Tampa FL
2478		Tampa FL
2479		Tampa FL
2480		Tampa FL

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

#	Candidate Name	Position Filled Location Name
2481	(b) (6), (b) (7)(C)	Tampa FL
2482		Tampa FL
2483		Tampa FL
2484		Tampa FL
2485		Tampa FL
2486		Tampa FL
2487		Tampa FL
2488		Tampa FL
2489		Tampa FL
2490		Tampa FL
2491		Tampa FL
2492		Tampa FL
2493		Tampa FL
2494		Tampa FL
2495		Tampa FL
2496		Tampa FL
2497		Tampa FL
2498		Tampa FL
2499		Tampa FL
2500		Tampa FL
2501		Tampa FL
2502		Tampa FL
2503		Tampa FL
2504		Tampa FL
2505		Tampa FL
2506		Tampa FL
2507		Tampa FL
2508		Tampa FL
2509		Tampa FL
2510		Tampa FL
2511		Tampa FL
2512		Tampa FL
2513		Tampa FL
2514		Tampa FL
2515		Tampa FL
2516		Tampa FL
2517		Tampa FL
2518		Tampa FL
2519		Tampa FL
2520		Tampa FL

#	Candidate Name	Position Filled Location Name
2521	(b) (6), (b) (7)(C)	Tampa FL
2522		Tampa FL
2523		Tampa FL
2524		Tampa FL
2525		Tampa FL
2526		Tampa FL
2527		Tampa FL
2528		Tampa FL
2529		Tampa FL
2530		Tampa FL
2531		Tampa FL
2532		Tampa FL
2533		Tampa FL
2534		Tampa FL
2535		Tampa FL
2536		Tampa FL
2537		Tampa FL
2538		Tampa FL
2539		Tampa FL
2540		Tampa FL
2541		Tampa FL
2542		Tampa FL
2543		Tampa FL
2544		Tampa FL
2545		Tampa FL
2546		Tampa FL
2547		Tampa FL
2548		Tampa FL
2549		Tampa FL
2550		Tampa FL
2551		Tampa FL

ATTACHMENT B: TIMELINE

Due Date (will be updated upon execution of Addendum)	# of Days	# of Days from Effective Date	Action Required
-	30	30	US Foods will mail and email Notice Documents to Affected Applicants.
-	-	-	Each Month, US Foods will notify OFCCP of all letters returned as undeliverable.
-	45	75	Within 45 days from the first mailing of the Notice Documents, US Foods will provide OFCCP with a MS Excel file containing information about undeliverable letters, nonresponsive Affected Applicants, and the names of Affected Applicants who failed to return the Information Verification & Employment Interest Form or the Release of Claims Form or failed to sign one of these forms.
-	10	85	Parties will meet and confer to assess the results of the first mailing to ensure the second mailing maximizes the potential response rate.
-	90	90	US Foods provides documentation of training on the Revised Hiring Process, OFCCP's recordkeeping requirements, and EEO and nondiscrimination policies related to recruitment and hiring.
-	15	100	OFCCP will provide updated contact information to US Foods within 15 days of OFCCP's receipt of the list of nonresponsive Affected Applicants.
-	10	110	US Foods sends second mailing of Notice Documents via both mail and email to nonresponsive Affected Applicants.

Due Date (will be updated upon execution of Addendum)	# of Days	# of Days from Effective Date	Action Required
-	45	155	Response Deadline: Affected Applicants must respond within 155 days from the Effective Date to participate in the settlement.
-	15	170	US Foods will provide OFCCP with the list of Affected Applicants who timely responded to the Notice Documents in accordance with the Addendum, along with copies of the Information Verification & Employment Interest and Release of Claims Forms.
-	15	185	OFCCP will approve the Final List of Class Members and distribution amounts. Response Deadline: Interested Class Members must apply to the US Foods requisition link to be considered for the hiring relief opportunities.
-	30	215	US Foods will disburse the settlement fund.
-	15	230	US Foods will provide OFCCP with bank verification of payments made to Class Members.
	30	245	US Foods will provide a list of all Class Members' checks that were returned undeliverable or remain uncashed.
-	120	365	First check deadline: Class Members must cash checks within 120 days after the initial date the check was mailed.
	30	395	US Foods will deposit any remaining uncashed distribution funds with the respective state agency responsible for unclaimed funds and notify each Eligible Applicant whose check is sent to the state agency in charge of unclaimed property.
03/18/2024	-	-	The fourth Progress Report is due to OFCCP.

Due Date (will be updated upon execution of Addendum)	# of Days	# of Days from Effective Date	Action Required
09/16/2024	-	-	The fifth Progress Report is due to OFCCP.
09/16/2025	-	-	The sixth Progress Report is due to OFCCP.

ATTACHMENT C.1

NOTICE TO AFFECTED APPLICANTS

You may be eligible to get money and a job because of a legal settlement between US Foods, Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and US Foods, Inc. (“US Foods”) that may benefit you. This settlement involves claims of alleged 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 [DATE], you may be eligible for a payment of back wages and an opportunity for a job with US Foods.

ARE YOU AFFECTED?

Female applicants who applied and were not hired for Selector positions at the US Foods establishments (“Covered Facilities”) listed below during the period July 22, 2021, through July 21, 2022, are covered by this settlement.

Fort Mill, SC: 800 Food Service Drive, Fort Mill, South Carolina 29715

Lexington, SC: 120 Longs Pond Road, Lexington, South Carolina 29072

Manassas, VA: 11994 Livingston Road, Manassas, Virginia 20109

Port Orange, FL: 5424 S. Williamson Blvd., Port Orange, Florida 32128

Tampa, FL: 7004 East Hanna Avenue, Tampa, Florida 33610

Zebulon, NC: 1500 NC Highway 39, Zebulon, North Carolina 27597

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. On July 25, 2019, OFCCP and US Foods entered into an Early Resolution Conciliation Agreement (ERCA) regarding alleged hiring discrimination against female applicants for Selector positions. The ERCA required future monitoring and reporting on hiring for Selector positions. As a result of recent ERCA reporting, US Foods identified additional hiring disparities against female Selectors that it agreed to remedy. US Foods has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that US Foods violated any laws. OFCCP and US Foods entered into an ERCA Addendum to resolve the matter without resorting to further legal proceedings.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Selector position during the period July 22, 2021, through July 21, 2022, 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 \$xxxxxxx (before taxes). This payment represents your share of back wages and interest US Foods is paying to settle the matter. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Under the terms of the Early Resolution Conciliation Agreement Addendum, it may take up to eight months from the date of this letter before you receive your distribution.
2. In addition to the monetary distribution, US Foods will be making job offers for Selector positions 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 box that says “Yes, I am interested in employment with US Foods in a Selector position” on the enclosed Information Verification & Employment Interest Form. Those expressing interest in employment will be sent a link to complete an employment application and considered for Selector positions in the order that they apply.¹³ All individuals hired pursuant to the Early Resolution Conciliation Agreement Addendum will be provided with retroactive seniority as a Selector back to the date of their original application for job retention purposes only, to the extent that seniority is a factor in layoff decisions.

To get these benefits, you will need to release (give up) certain legal claims and sign the enclosed Information Verification & Employment Interest and Release of Claims forms.

For applicants interested in a Selector position job offer, US Foods’ recruiting department will send an email from a US Foods’ email address containing a confidential link to the class member requisition. If you do not see the email, please check your junk or spam folder.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Information Verification & Employment Interest and Release of Claims forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with US Foods.

13. Class members must submit the application for the purpose of providing updated information to US Foods.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Verification & Employment Interest Form and (2) Release of Claims Form by [DATE] to:

Settlement Administrator
OFCCP – US Foods
(NAME)
(TITLE)
(ADDRESS)
(EMAIL ADDRESS)

The documents must be received by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO US FOODS BY [insert date by which class members must respond], OR IF YOUR DOCUMENTS DO NOT VERIFY YOUR ELIGIBILITY, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Your Social Security Number (SSN) or tax identification number (TIN) is required in order to process your payment for tax purposes, and it will not be used for any other purposes. If you feel uncomfortable providing your SSN or TIN in your response, you can call the US Department of Labor and we will obtain and secure your number using encryption and forward it to the appropriate officials for processing of your payment. You may call the OFCCP office in Charlotte, NC at (704) 749-3380 and identify yourself as a class member on the US Foods case. You can verify the authenticity of our office at the link below.

<https://www.dol.gov/agencies/ofccp/contact/district-area-offices#NorthCarolina>

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME] at US Foods at [PHONE NUMBER] or [EMAIL ADDRESS], or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (803) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@dol.gov. You can obtain additional information regarding this settlement on the official U.S. Department of Labor website at the link below.

<https://www.dol.gov/agencies/ofccp/classmembers>.

Enclosures

Information Verification & Employment Interest Form
Release of Claims Form

ATTACHMENT C.2

Information Verification & Employment Interest Form
 (“Verification & Interest Form”) – Affected Applicants

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE
 COMPLETING THIS VERIFICATION & EMPLOYMENT INTEREST FORM.**

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

DEADLINE TO RESPOND IS **DATE**

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

To receive any money that you are eligible for, a potential job offer, or both you must complete, sign, and return **both** this Verification & Employment Interest Form **and** the enclosed Release of Claims Form. You may use the enclosed postage-paid return envelope to return the Verification & Employment Interest Form and the Release of Claims Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be mailed or emailed by **[DATE]** to the address below.

Settlement Administrator

OFCCP – US Foods

(NAME)

(TITLE)

(ADDRESS)

(EMAIL ADDRESS)

If you do not submit a properly completed Verification & Employment Interest Form and Release of Claims Form on or before **[DATE]**, 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 Verification & Employment Interest Form will only be used 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 process your payment, and
2. To allow you to express interest in the jobs being offered as a result of the settlement.

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

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Address: _____

Please provide your social security number (SSN) or tax identification number (TIN):

This information is required in order to process your payment for tax purposes. Your SSN or TIN will not be used for any other purpose.

Notify us at the address below if your contact information changes prior to receiving a settlement payment and potential job offer or contact us if you have any questions about this Verification & Employment Interest Form, the Notice, or the settlement.

Settlement Administrator
OFCCP – US Foods

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL ADDRESS)

Step 2: Inform us if you are interested in a position. Please indicate below whether you are currently interested in employment in a Selector position with US Foods. If you complete, sign, and return this Verification & Employment Interest Form and the Release of Claims Form, 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 Selector position (check specific location(s) below). I understand that US Foods’ recruiting department will send an email from a US Foods email address containing a confidential link to the class member requisition, and that I will need to complete and submit the requested information through that requisition in order to be hired to a Selector position. I also understand that to be hired, I must pass US Foods’ post-offer, pre-employment background check and drug screen. I understand that I should add @usfoods.com to my trusted email sender’s list to ensure receipt of emails from US Foods. I understand that US Foods is not responsible for emails that go to my Spam, Junk, Clutter, or other quarantine email locations, and the timelines set forth by OFCCP will not be waived if I fail to respond to US Foods’ conditional job offer within 7 calendar days of its issuance.

- Fort Mill, SC
- Lexington, SC
- Manassas, VA
- Port Orange, FL
- Tampa, FL
- Zebulon, NC

- No, I am not currently interested in employment with US Foods in a Selector position.
- I am currently employed by US Foods.

Step 3: Sign and return along with the Release of Claims Form.

IF YOU FAIL TO COMPLETE AND RETURN THIS VERIFICATION & EMPLOYMENT INTEREST FORM AND THE RELEASE OF CLAIMS FORM TO THE ADDRESS BELOW BY **[DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

*Settlement Administrator
OFCCP-US Foods*

(NAME)

(TITLE)

(ADDRESS)

(EMAIL ADDRESS)

I certify the above is true and correct.

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT C.3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED (“Release of Claims Form”)

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 (“Release”) under Executive Order 11246, as amended, 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, as amended, in connection with its selection procedures for applicants in Selector positions. It also says that US Foods does not admit it violated any laws. This Release says that 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 \$xxx (less deductions required by law) by US Foods to me, which I agree is acceptable, I agree to the following:

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 had which relate to my non-selection for employment in the Selector position on the basis of my gender at any time through the Effective Date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with US Foods 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 an Early Resolution Conciliation Agreement Addendum 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 hiring and to resolve the matter without further legal proceedings. 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 and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from US Foods.

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

Signature: _____

Printed Name: _____

Date: _____