

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES COURT OF APPEALS
SOUTHERN DISTRICT OF TEXAS
FILED

MAY 21 1997

MICHAEL A. BILBY, Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION §

Plaintiff, §

V. §

RANDALLS FOOD & DRUGS, INC. §
Defendant. §

CIVIL ACTION NO. H-97-1798

JURY DEMAND

JOINT MOTION FOR ENTRY OF THE CONSENT DECREE
AND
PROPOSED ORDER

The Plaintiff Equal Employment Opportunity Commission (Commission) and the Defendant Randalls Food & Drugs, Inc. (Randalls) file this joint motion for the entry of the Consent Decree.

I.

The Commission filed this lawsuit against Randalls alleging that Randalls engaged in unlawful employment practices on the basis of race (Black), sex (female), and national origin (Hispanic) in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* (Title VII). The Commission claims that affected class members were rejected for employment, denied management training and segregated on the job. The Commission further claims that Randalls failed to maintain and/or retain appropriate applicant data. In response, Randalls denied the truth of the Commissions contentions that it violated Title VII and engaged in unlawful employment practices and that there was a legal basis for its claims. In addition, Randalls filed several affirmative defenses to the Commission's allegations.

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II.

This lawsuit was filed by the Commission following its investigation into a charge asserted by Commissioner Joy Cherian of the Commission on April 7, 1989 and seeks individual and class relief to the affected class members who applied for certain store positions during the period beginning January 1, 1987 through December 31, 1992. The Commission does not allege that Randalls violated Title VII after December 31, 1992.

III.

After extensive good faith negotiations, the parties entered into the Proposed Consent Decree (Consent Decree) that is attached to this motion as "Exhibit A" to resolve the issues raised by the Commission. By agreeing to enter into this Consent Decree, Randalls does not admit to the validity of any of the allegations in the Commission's Complaint, but wishes to settle this action and avoid unnecessarily protracted, expensive and disruptive litigation. The parties agree that this Consent Decree provides the sole basis for individual and class relief on the issues raised in the Complaint

IV.

As noted, this suit was brought by the Commission. The Commission is exempt from the requirements of Rule 23 of the Federal Rules of Civil Procedure. *See General Telephone Co. v. EEOC*, 46 U.S. 318 (1980).

V.

As a result, the parties request that this Court, upon review of this motion and the terms of the attached Consent Decree, enter an order adopting and entering the Consent Decree and providing final and preclusive effect to all allegations contained in the Commission's Complaint.

Respectfully submitted,

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A PROFESSIONAL CORPORATION

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PROPOSED CONSENT DECREE

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PART 1

GENERAL PROVISIONS

SECTION 101. Introduction.

The Equal Employment Opportunity Commission (hereinafter "the Commission") and Randall's Food Markets, Inc., which as the result of a reorganization became Randall's Food & Drugs, Inc. (hereinafter "the Company"), have agreed to settle the below-referenced action by the terms of this Consent Decree (hereinafter "Decree"), as set forth below. This Decree resolves the cause of action (hereinafter "Complaint") filed by the Commission against the Company, Civil Action No. H-97-1798, filed on May 21, 1997, in the United States District Court for the Southern District of Texas, Houston Division. This Decree also resolves Charge No. 330-89-1174 (hereinafter "Charge"), filed on April 7, 1989, by Commissioner Joy Cherian of the Commission against the Company pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e et seq. (hereinafter "Title VII").

The Commission has conducted an investigation of the allegations made in the Charge and issued a decision finding reasonable cause to believe that certain allegations in the Charge were true, that there existed no reasonable cause to believe that certain other allegations in the Charge were true, and making no determination with respect to other allegations contained in the Charge.

A summary of those findings is attached as Exhibit A. The Charge and its investigation are the bases for the Commission's Complaint. The Company denies the truth of each and all of the Commission's allegations and denies the existence of any reasonable cause to believe that any of the allegations are true.

SECTION 101(A). The Commission's Contentions.

In its Complaint, the Commission had made the following allegations against the Company.

The Commission had alleged that beginning January 1, 1988 and ending December 31, 1992, the Company had violated Title VII, by denying Blacks, Females and Hispanics equal opportunities for employment because of their race, sex and national origin, respectively. In particular, the Commission alleged that the Company had engaged in the following patterns and practices with the purpose and effect of denying Blacks, Females and Hispanics equal opportunity in employment:

- A. failing to hire Black, Hispanic and Female applicants for entry-level job positions;
- B. segregating its Female and Hispanic employees; and

C. failing to select Blacks and Females for its Grocery Management Training program.

The Commission further alleged that from at least January 1, 1988 through December 31, 1992, the Company failed to maintain or retain employment records as required by Section 709(c) of Title VII and by the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. Section 1607 (1978).

SECTION 102. Nonadmission of Liability and Purposes of this Decree.

A. By entering into this Decree, the Company does not admit the allegations of the Complaint or that the Commission's decision with respect to the Charge was correct. The Company denies that any of its acts, omissions, programs or practices have at any time violated Title VII. The Decree does not constitute evidence of any violation by the Company of Title VII or any other law, regulation, or order.

B. The Company agrees that it will continue to comply with Title VII by not unlawfully discriminating against Females, Hispanics and Blacks in any aspect of employment.

C. The Company agrees that it will not retaliate against any person because that person is a beneficiary of this Decree, or has provided information or assistance, or participated in any other manner in any investigation or proceeding relating to the Charge and/or this Decree.

D. Notwithstanding any provision of this Decree, the Company is not prohibited by this Decree from denying employment, promotion or other favorable employment action to, or from disciplining, discharging or taking other adverse employment action against, any person so long as that action is exclusively based on considerations other than race, sex, national origin, or the person's participation in the investigation of this or any other charge or complaint against the Company, whether as a witness or beneficiary of this Decree or claims applicant.

E. Nothing in this Decree shall be construed to limit or reduce the Company's obligation to fully comply with Title VII.

F. Compliance with this Decree finally resolves all issues between the Commission and the Company arising out of the Charge as to the acts and practices occurring prior to January 1, 1993.

G. Except as provided in Paragraph F, this Decree in no way affects the Commission's right to process timely pending and future charges against the Company in accordance with Commission procedures, and to commence civil actions pursuant to Section 706(f) of Title VII or any other statutes enforced by the Commission as to any such timely charges; provided, however, this Decree will constitute the sole basis on which the Commission

will seek either class or individual relief on issues raised by Charge No. 330-89-1174, and the Commission will not seek relief on behalf of either a class or individual who has/have filed any charge alleging a violation of Title VII based in whole or in part on any alleged discriminatory practice of the type(s) giving rise to this action and occurring more than 300 days prior to the Effective Date.

SECTION 102(A). Jurisdiction.

Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3), Section 707 and Section 709 of Title VII, 42 U.S.C. §§ 2000e-5, -6 and -8.

The alleged employment practices allegedly occurred within the jurisdiction of the United States District Court for the Southern District of Texas, Houston Division.

SECTION 103. Intent of Parties.

The Commission and the Company (hereinafter "the Parties") have entered into this Decree:

1. to avoid unnecessarily protracted, expensive and disruptive litigation;
2. to provide final and preclusive effect to the claims and issues that were raised pursuant to the Charge with respect to employment actions that occurred more than 300 days prior to the effective date hereof;
3. to resolve and to provide similar final and preclusive effect to all allegations contained in the Commission's Complaint; and
4. to provide an expedited procedure for providing compensation to qualified class claimants.

SECTION 104. Provisions of Decree.

A. This Decree constitutes the complete understanding and agreement between the Company and the Commission with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and approved by all Parties to this Decree. The Company will not withhold its approval of proposed modifications or amendments that are reasonably calculated to expedite the administration of claims filed hereunder, unless such proposed modification or amendment increases the financial or administrative burden on the Company beyond a de minimus increase.

B. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act, or a decision by a court of competent jurisdiction, the Parties shall endeavor to agree upon which amendments to this Decree, if any, are appropriate to effectuate the intent of the Parties. To the extent the remaining provisions of this Decree are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision, such remaining provisions shall remain in full force and effect, and the Parties' responsibilities shall not abate as to any and all provisions that have not been rendered unlawful or unenforceable.

C. The provisions of this Decree are the product of negotiation between the Parties hereto.

SECTION 105. The Effective Date and Duration of the Decree.

A. Unless otherwise apparent from a provision's context, the effective date of the Decree shall be the date of the Court's entry of an order approving the Decree ("Effective Date"). Unless extended by the Court for good cause, the Decree shall continue in force and effect for a period of two (2) years from the Effective Date, after which time the Decree shall be void except that the expiration of the Decree will not diminish or otherwise affect the Company's obligations pursuant to and only as may be required by the express terms of the Decree (a) to distribute backpay, (b) to offer reinstatement to claimants, c) to retain information as set forth herein, and (d) to make the final report as set forth in Part 3 of the Decree. Prior to its expiration, either party may move the Court for an extension of the obligations of that part of the Decree that such party contends not to have been complied with or completed, and the Decree shall remain in effect only as to such provisions until the Court rules on the motion or otherwise orders.

B. If, during the period of this Decree, there are relevant and material changes in the organizational structure of the Company or material changes with respect to any Entry Level Job or the Grocery Department Manager Trainee job or any management position in the Grocery Department of the Company, which changes materially and/or diminishes the Company's obligations under this Decree, the Company will promptly report such changes to the Commission. Relevant changes in the Company's organizational structure include any such changes that would adversely affect the Company's ability to comply with its obligations under this Decree, such as insolvency or closure or sale of one or more Stores identified on Exhibit F, or the elimination of the hiring of part-time entry level employees or the elimination of the Grocery Department Manager Trainee Program. In the event any such material and adverse change occurs, the Company will promptly advise the Commission how and when such changes occurred. In that event, the Company and the Commission will meet and confer regarding what modifications to this Decree (consistent with Section 104A), if any, may be necessitated by such change to effectuate the Company's performance of its obligations under this Decree. However,

nothing contained in this Section 105(B) or any other provisions of this Decree shall be construed or interpreted to prevent the Company from conducting its operations in any lawful manner which the Company, in its sole discretion, determines will best suit its legitimate business interests.

Based on the Company's current actual knowledge, the Company represents that it continued to hire entry level employees and maintained its Grocery Department Manager Trainee Program from January 1, 1992 through the effective date of this Decree and that it has retained the applications of all persons who unsuccessfully applied for the foregoing positions.

SECTION 106. Breach of Decree.

Consistent with the Parties' intent described in Section 103, this Decree resolves all allegations, issues, claims, demands, remedies and causes of action arising out of, asserted in or which could have been asserted by the Commission pursuant to the Charge. If the Company violates the terms of this Decree during the period of time this Decree is in effect, the Commission agrees that it will not initiate suit on the allegations contained in the Charge. Rather, the Commission may seek enforcement for breach of this Decree. If the Commission elects to seek judicial enforcement, such enforcement action shall be filed in the United States District Court for the Southern District of Texas, Houston Division. In any proceeding which seeks enforcement of any provision of the Decree, the Commission's remedies shall be limited to enforcement of only those terms or provisions of this Decree then in effect which the Court may find to have been violated, and recovery of its court costs. Prior to commencing any Court proceeding, the Commission and the Company agree first to comply with the requirements of Section 501 of this Decree. The Commission may choose to summon or subpoena a Claimant, a former or current employee of the Company, or any other person as a witness in any proceeding that it initiates to enforce the Decree.

SECTION 107. Recording Information Regarding Applicant.

While the Decree is in effect, at the Stores identified in Exhibit F, as well as at any additional Stores operated by the Company in its Houston Division, and on a Store-by-Store basis, as set forth in Section 303B(2) the Company will make and maintain a record of the name, address, telephone number, race, national origin and sex of each applicant as well as the selection process (including tests) utilized to evaluate said applicant to determine employability and the step in the process at which each unsuccessful applicant is rejected.

SECTION 108. Successors and Assigns.

This Consent Decree shall bind the parties as well as the Company's successors, assigns, subsidiaries, affiliates and any corporation or other entity into which Defendant may merge or with which it might consolidate. The person(s) signing this Consent Decree on behalf of the

Company certify that they will provide a copy of the Decree and all attachments thereto as well as any orders or judgments related to the underlying action in this cause to any successor, assign, subsidiary or affiliate. The person(s) signing this Decree further certify that the periodic progress reports discussed above will include disclosure of any information known to the Company regarding its purchase by a potential successor or a potential merger or consolidation, as soon as such information becomes known to Defendant. This Section 108 is not intended to expand the obligations of the Company to other parts of its present or future organizations; rather, it's intent is to assure that changes in ownership will not eliminate or reduce any such obligations.

PART 2

DEFINITIONS

SECTION 201. Definitions.

The following definitions shall apply throughout this Decree:

A. "Qualified" means possessing education, experience and other qualities necessary to successful performance of the job. Without limiting the qualities and other job requirements described in this Decree, the Parties agree that with respect to jobs that involve regular contact with customers, cleanliness, good grooming, good customer relations skills and ability to communicate effectively in English as defined in Section 303(B)(3)(d), (k) and (l) constitute such qualities; provided, however, that determinations with respect to such qualities will not be made with the intent of discriminating against applicants or employees on account of their race, national origin or sex.

B. "Hire" refers to anyone placed in an Entry Level or Grocery Department Manager Trainee position from an external source.

C. "Black" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

D. "Hispanic" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

E. "Female" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

F. "Applicant" means anyone who applied to the Company for a job or was referred through the Texas Employment Commission ("TEC") to the Company for a job and submitted a

Complete Written Application for employment as defined at R, which application is currently in the Company's records, with the exception noted in Section 405(A)(4).

G. "Vacancy" or "vacancies" refer to a job opening (or openings) for a part-time Entry Level Job in one of the Company's Stores listed in Exhibit F or for a Grocery Department Manager Trainee position.

H. "Entry Level Jobs" are the following part-time positions at the Company's Stores: Checker, Sacker, Stocker, Produce Clerk, Food Clerk, and Non-Food Clerk. If at any time during the period of this Decree, the Company eliminates any position included within the Entry Level Job definition or it requires that it be a full-time position and/or replaces it with a new substantially similar entry-level job, or consolidates the functions of two or more such jobs, at the Company's expense, it shall immediately provide the Commission with documents containing the descriptions of the new job or jobs. The Company shall be bound to provide all benefits hereunder to applicants and employees hired pursuant to the Decree who apply for or hold a new entry level position that is substantially similar to an eliminated Entry Level Job.

I. "Applicant for Grocery Department Manager Trainee" Definition:

1. "Applicant for Grocery Department Manager Trainee" shall mean: (a) In the case of an Internal Applicant, a Female (regardless of race or ethnicity) or Black employee who made a request to his/her Store Director or Assistant Store Director for admission into the Grocery Department Management Trainee Program and was denied admission; provided, that if the employee was discouraged by a Store Director or other manager from making such a formal request, such formal request requirement shall not apply; (b) in the case of an External Applicant, a Female (regardless of race or ethnicity) or Black applicant who submitted a written application or resume to the Company's Human Resources Department (hereinafter "HR Dept.") requesting employment in the Grocery Department Manager Trainee position or in a management position in the grocery department subject to the limitations and requirements of Subparagraph 2 below and was denied employment as a grocery department manager trainee or as any other type of manager in the grocery department within four months of application.

2. Exclusions from Definition: Any External or Internal Applicant, whose written application or resume or formal request seeks a management position (or manager trainee or management training) only in a specific department other than the Grocery Department will not be considered to be an Applicant for the Grocery Department Manager Trainee Program. Any External Applicant whose written application requests employment in a management position or as a manager ("Non-Specific Manager Application") will not be considered to be an Applicant for the Grocery Department Manager Trainee Program if his/her written application or resume reflects that the applicant does not meet the criteria for External Applicants set forth in Section 303(C)(3).

External Applicants who request employment in a grocery management position, as opposed to the manager trainee program, will be excluded from Grocery Department Manager Trainee class membership and will not be entitled to receive relief of any kind pursuant to this Decree if any of the following circumstances apply:

a. the applicant states in his/her application, accompanying letter or other material that his/her current annual salary is at or above \$45,500.00 and indicates an unwillingness to accept a lower rate of pay or an entry level management position;

b. the Application Materials state an immediate primary interest in a Grocery Supervisor position, i.e., a position entailing supervising more than one grocery store and having a position to which Store Directors, or their equivalent, report;

c. the applicant submitted an unsolicited resume, which is unaccompanied by a letter of transmittal; provided, however, that if the resume reflects management experience in the retail or food industry or in the grocery department of a grocery store any time within five (5) years of the application, the applicant will not be subject to this exclusion;

d. the applicant submitted an unsolicited resume which does not mention a particular type of employment sought by the person submitting same; provided, however, that if the resume is accompanied by a transmittal letter that states a person's interest in a specific type of employment that otherwise constitutes an application for the Grocery Department Manager Trainee Program, this exclusion shall not apply;

e. Whether or not an applicant might be disqualified by reason of criteria set forth above at a) through d), said applicant will not be subject to exclusion if he or she has submitted another application which does not contain the above bases for disqualification; or

f. The applicant applied for an hourly Dairy or Frozen Food manager position or other hourly grocery department position(s).

If the foregoing exclusions do not prevent a Claimant from being considered as an "Applicant for Grocery Department Manager Trainee," he/she must still satisfy all of the criteria and other requirements set forth in this Decree for eligibility for monetary and employment relief.

J. "Class Definitions" refers to the following:

1. All qualified Female (regardless of race or ethnicity) applicants who, at any time between January 1, 1988 through December 31, 1992 applied for a Sacker, Stocker or Produce Clerk position at one or more Stores and were not offered employment or hired in any position within four (4) months of the date of the application.

2. All qualified male and female Black applicants who, at any time between January 1, 1988 through December 31, 1992 applied for a Checker, Sacker, Produce Clerk or Non-Food Clerk position at one or more Stores and were not offered employment or hired in any position within four (4) months of the date of the application.

3. All qualified male and female Black applicants who, during the period January 1, 1988 through December 31, 1992 applied for a Stocker position at Stores number 1, 15, 21, 26 or 34, or who during the period January 1, 1988 through April 30, 1989, applied for a Stocker position at any other Store listed in Exhibit F or a Food Clerk position at any Store listed in Exhibit F and were not offered employment or hired in any position within four (4) months of the date of the application.

4. All qualified male and female Black applicants who, at any time between January 1, 1987 and April 30, 1989, applied for a Grocery Department Manager Trainee position or a management position in the grocery department subject to the limitations and requirements of I.2. and were not offered employment or hired/admitted in any Manager Trainee or other management position within four (4) months of the date of the application.

5. All qualified male and female Hispanic applicants who, at any time between January 1, 1988 through December 31, 1992 applied for a Checker, Sacker, and Non-Food Clerk positions and were not offered employment or hired in any position within four (4) months of the date of the application.

6. All qualified male and female Hispanic applicants who, during the period January 1, 1988 through December 31, 1992 applied for a Stocker position and were not offered employment or hired in any position within four (4) months of the date of the application.

7. All qualified Female (regardless of race or ethnicity) External or Internal Applicants for the Grocery Department Manager Trainee Program who, during the period January 1, 1987 through December 31, 1992 applied for such Program or a management position in the grocery department subject to the limitations and requirements of I.2. and were not offered employment or hired/admitted into any Manager Trainee or other management position within four (4) months of the date of the application.

8. All individuals who would satisfy the definition for any of the groups set forth above at J.1. through J.7. except for the fact that he or she was hired by the Company so long as the hiring offer was not made within four (4) months of the date of application.

K. "Entry Level Jobs" refers to part-time Sackers, Stockers, Checkers, Food Clerks (which includes Meat, Bakery, Hot Deli, and Appeteezer Clerks), Produce Clerks, and Non-Food Clerks (which includes Floral, Service Center, and HBA Clerks).

L. "Claim Form" refers to Exhibits D, D.1, E or E.1, which are attached hereto.

M. "Relevant Portions of All Employment Applications" means portions which contain name, address, social security number, position applied for, date of application, relevant test scores and disposition of application, and, if the applicant notes previous employment, the dates of that employment and reason for leaving.

N. "Regular Contact with Customers" refers to all Entry Level Jobs.

O. "Store" refers to any Store listed in Exhibit F.

P. "External Applicant" refers to any person who was not employed by the Company at the time that he or she applied for employment in the Grocery Department Manager Trainee position or other management position in the grocery department subject to the limitations and requirements of Section 201(I)(2). "Internal Applicant" refers to any person who was employed by the Company at the time that he or she applied for a grocery department management trainee position or other management position in the grocery department subject to the limitations and requirements of Section 201(I)(2).

Q.1. "Date of Application"--In determining the date of application for all positions other than an Internal Applicant for Grocery Department Manager Trainee, the earliest date noted in a letter, resume or written application shall be dispositive. If a dispute arises regarding the application date for an Internal Applicant, that applicant's assertion regarding the date of a formal request or the date he or she was discouraged from applying shall be presumed to be valid in the absence of compelling contraindications.

Q.2. "Date of Hire"--In determining the date of hire, the date noted in the Company's official personnel records shall be dispositive in the absence of compelling contraindications such as, for e.g., pay stubs or other records.

R. A "Written Application" means a written Company application form submitted by an applicant for employment at a Store, which includes the following information: name, address, telephone number, social security number, and the name of the position (or positions) applied for. Excluded from this definition are any such written applications that contain any of the following notations or reflect any of the following omissions:

(1) The applicant sought full-time employment only; provided that if the applicant did not indicate whether he or she was seeking temporary, full-time or part-time work, or he or she checked off any two or more of the above choices, so long as one choice was part-time, he or she will not be deemed to have been exclusively seeking full-time employment and, therefore, the application will not be excluded under this Subsection;

(2) The applicant rejected an employment offer or was unwilling to work for the wage or benefits offered;

(3) The applicant could not be reached at the telephone number(s) listed on the application in order to complete the hiring process;

(4) The applicant did not pass the math test or PSI test;

(5) The application reveals one or more criminal convictions;

(6) The applicant engaged in aberrant behavior while in a Store;

(7) The applicant was not available to work the hours or days required, could not commence work when needed or could not work for the period of expected duration; provided that if such notations disclose that the applicant was unable to work on a particular day because of religious reasons, the application will not be excluded under this Subsection for that reason only;

(8) The applicant was less than sixteen (16) years or eighteen (18) years of age (as applicable) as required to work in the department for which applicant applied;

(9) The applicant did not have required skills or work experience;

(10) The applicant did not have reliable transportation to get to work;

(11) The applicant did not satisfy communication standards (for jobs that involved regular contact with customers) or cleanliness and grooming standards or demeanor standards;

(12) Applicant did not have an adequate explanation for being terminated by a former employer; provided that an applicant will not be deemed to have been fired without an adequate explanation if the reason for leaving the job is characterized as a layoff, a reduction-in-force, a lack of work, a business closure or any reason other than termination or the applicant indicates that his or her termination was unfair, discriminatory or illegal;

(13) Applicant did not have required documentation to work in the United States; or

(14) Applicant applied only for a position(s) that was (were) unavailable.

In reviewing applications for purposes of preparing the computer tape described in Section 302, the Company will exclude any written applications that fall within any of the exclusions identified in Subparagraphs 1-14, above, and will sort them by applicable exclusion. If a written application falls within more than one exclusion, a removable sticker will be applied to

the application with the numbers of additional exclusions identified on it. The foregoing process will be completed as soon as possible, at which time the Commission will be notified. The Commission's representatives will be permitted to examine the applications at the Company's Rogerdale facility and may overrule the Company's determination solely for the purpose of including the application on the Claim Form mailing list.

S. A "resident" is the person or persons who lives in the building to which an applicant's Claim Form is mailed and/or delivered.

T. An "Application Window" is the period of time noted in the "Class Definition" at J, above, during which a specified class (or classes) of claimant(s) applied for employment for a position (or positions) covered by this Decree. For example, the application window for Female applicants for a Sacker, Stocker or Produce Clerk position is January 1, 1988 through December 31, 1992. (See Section 201(J)(1).)

U. The "Houston Division" consists of the Company's Houston-area Stores. These Stores are listed in Exhibit F.

V. As used herein, the term "day" means calendar day unless the context requires a different meaning.

PART 3

SYSTEMIC RELIEF

SECTION 301. Post "Notice of Non-Discrimination".

Commencing within seven calendar days following the effective date of this Decree, the Company shall post on the employee bulletin board at each Store a Notice of Non-discrimination, which shall resemble Exhibit G in size and contents. This Notice of Non-discrimination will remain posted at each Store for a period of two (2) years from the Effective Date.

SECTION 302. Last Known Address of All Identifiable Entry Level Class Members.

A. Source Data on Computer Tape.

From the applications for part-time Entry Level Jobs in the Company's possession, the Company will provide both the Commission and its designee with data on computer tapes (and copies of said data on computer disks) (hereinafter collectively "computer tapes") containing all information in its possession regarding all applicants at its Stores for such positions who were not employed by it within four (4) months of initial application during the period January 1, 1988

through December 31, 1992. In a separate file, similar data will be provided regarding applicants for Grocery Department Manager Trainee Program from January 1, 1987 through December 31, 1992 as defined herein.

1. Computer Tape Format.

The computer tapes shall be formatted, and configured in the manner agreed upon by the Company and the Commission and shall utilize a software database or spreadsheet program (or programs) chosen by the Parties to facilitate claims administration.

2. Computer Tape Data Fields.

The data fields shall include the following information for each application filed by each potential class member:

- a. full name,
- b. unique claim number (the applicant's social security number),
- c. address, apartment no., telephone number,
- d. name(s) of any relatives disclosed in his or her application,
- e. Store(s) to which he or she applied,
- f. whether age sixteen (16) or above at time of application,
- g. earliest date of initial application within any of the time periods set forth in Section 201(J) (also see Section 201(Q)(1)). Hereafter, the list generated from this data will be called the "Section 201(J) rank order." Whenever two or more claimants have an identical Section 201(J) rank order, their order relative to each other will be established by comparing their full names, and ranking one over another based on which person's last name is A or otherwise lower in the alphabet than the other name. If their last names are identical, primacy will be established by reference to first name and then, if necessary, date of birth. Example: Ann Brown ranks above both John Card and Carol Brown. If there are two Carol Browns, or a Carol Brown and a C. Brown whose earliest dates of initial application are identical, the older person has Section 201J rank order priority over the younger,
- h. date of rejection,
- i. date of hire (if applicable),

- j. position(s) applied for (in order listed on application, taking the first two classifications),
- k. PSI and math (if applicable) scores, indicating passage or failure,
- l. the Company's contemporaneous assessment whether available to work hours of desired job,
- m. the claimant's contemporaneous assessment whether or not he or she had a reliable means of transportation to the store,
- n. the Company's contemporaneous assessment whether applicant could communicate in English for jobs involving contact with customers,
- o. whether applicant possessed valid social security number and/or required INS documentation,
- p. whether applicant declined employment offer,
- q. whether applicant was rendered ineligible for rehire because of prior employment problems,
- r. whether applicant had a disqualifying criminal conviction record, and
- s. whether applicant completed application but did not return for scheduled interview and/or scheduled testing.

3. Entry-Level Job Synonyms.

Whenever an applicant applied for a position which was equivalent to an entry level position, the appropriate entry level synonym for that position will be entered into the database/spreadsheet. For example, if the applicant applied for a "Bagger" position, he would be entered in the database/spreadsheet as having applied for a "Sacker" position.

The Company agrees to make available to the Commission at the Company's expense these application forms. Representatives of the Parties and third party contractors will meet to discuss the specifications for the data disks to ensure efficient claims administration and increase the reliability of address updating efforts. As regards the grocery dept. management claimants, the Company agrees to provide the computer tapes and disks to the Commission within ninety (90) days of the Effective Date. As regards all other claimants covered by the Decree, the Company agrees to provide the updated address lists and the computer tapes and disks to the

Commission within one hundred and twenty (120) days. The Parties agree to consult in order to reach agreement on the format with the expectation that agreement will occur before the Decree's effective date. Each applicant shall be assigned a unique claims number, which shall be the applicant's Social Security number, and the data disks shall include that unique number as a distinct data field. The contents of the database/spreadsheet reports are set forth in Exhibit X. At the Commission's request, specific database/spreadsheet reports may be provided to it that incorporate the data from more than one of the designated database/spreadsheet reports.

If the applicant has submitted more than one application during the period of time noted in the class definition, Section 201J (hereinafter "applications' window"), a unique claims number will be provided for each separate application. This will be accomplished by providing the applicant with a ten digit claims number. The social security number will be the first nine digits; the tenth digit will be reserved for each separate application. For example, one application will be denoted by utilizing "1" as the tenth digit; a second application will be denoted by using "2" as the tenth digit. (In the alternative, if the Parties agree, the tenth digit may be replaced by the alphabet, so that the first application is denoted "A," the second "B.")

B. Address Updates.

In order to obtain these applicants' most current addresses, the Company will obtain at its cost updated addresses in a format acceptable to the Commission through TRW Information Services, Inc., Trans Union, Equifax, CBR or a mutually agreeable credit bureau or other service that maintains a current national database of updated addresses. The Company shall provide the Commission with a copy of the resultant updated applicant address list in both hard copy and computer disk formats. At the Commission's option and its own expense, in the event that it appears that the credit bureau cannot provide a reliable current address for an applicant, the Commission may contact the applicant, his or her friends, relatives and/or neighbors to find a current applicant address. In that event, the Company agrees to mail a Claim Form to the applicant at the address provided to it by the Commission.

C. Conflicting Information.

1. Except as noted below, in the event that information appearing on the claimant's Claim Form is different from the information appearing on the computer tape, the information on the computer tape will control unless, based on a review of the application form on file with the Company, the computer tape information is shown to be in error, in which case the information appearing on the application form will control. With regard to establishing the claimant's current name, address and telephone number the information on the Claim Form will control if it is timely provided by the claimant or his or her representative.

2. In the event that a claimant's application form shows that he/she applied for more than one type of job, only the first two jobs listed on the application will be considered

in assessing the claimant's qualifications as a member of one of the classes defined at Section 201J, e.g., if a Black male claimant applied in 1990 for "Checker, Sacker or Produce Clerk," he will be considered to have applied only for the Checker and Sacker classifications. If an applicant applies for a job that appears to be similar to an Entry Level Job, he or she will be considered to have applied for that similar Entry Level Job. For example, if someone applies for a "Bagger" position, he or she will be considered to have applied for a "Sacker" position. A non-exclusive list of synonyms for the entry level positions includes

SYNONYM	ENTRY LEVEL POSITION
Bagger, Sack Filler	Sacker
Carry Out, Grocery Caddy, Grocery Carrier	Sacker
Cashier (other than Courtesy Booth), Check-out	Checker
Shelving, Grocery Clerk	Stocker

3. In the event that a Claim Form states that a claimant applied for "any" or "all" Entry Level Jobs and the computer tape confirms such statement, the claimant will be considered to have applied only for the classification designated by him/her on the Claim Form; provided that notwithstanding any provision of this Decree to the contrary, after the Claim Form is received by the Commission or its designee pursuant to Section 404, such classification designation may not be amended to add, delete or change the classification originally designated.

4. In the event that the claimant's Claim Form states that he/she applied for "any" or "all" classifications, but the computer tape indicates that he/she applied for one or more specific classifications, the specific classifications in the order listed on the computer tape will control and the provisions of subparagraph (2), above, will apply. The entry of these classifications on the computer tape will be done in the order that said classifications appear in the application.

5. In the event that a Claim Form indicates that the claimant applied for one or more specific job classifications but the application indicates that "any" or "all" classifications were sought, the specific classification or classifications identified on the Claim Form will control in the order that such specific jobs are listed on the Claim Form and the provisions of paragraph (2) above, will apply; e.g., if the claimant is a White Female and her Claim Form indicates that she applied in 1990 for "Checker, Sacker or Stocker" classifications, she will be considered only to have applied for the Checker and Sacker classifications; provided that notwithstanding any provision of this Decree to the contrary, after the Claim Form is received by the Commission pursuant to Section 404, such claimant's Claim Form may not be amended to add, delete or change the order of the classifications originally listed.

SECTION 303. Application and Hiring Procedures and Standards.

A. Announcements of Job Vacancies for Entry Level Jobs.

1. Commencing forty-five (45) days after the Effective Date and during the balance of the term of the Consent Decree, vacancies shall be posted, utilizing the Job Posting Form, on a job posting board which will be located in a conspicuous place in each Store so as to be easily seen by employees, customers, and other potential applicants in conformance with Section 312.

2. The Job Posting Form or an associated notice will contain the following information:

- a. the job posting number and date posted, by Store;
- b. the job title and number of vacancies;
- c. a brief description of the position, including job qualifications and other specific criteria related to the position;
- d. the date(s) and time(s) that applications will be accepted and when interviews and testing (if required) will take place at the Store or other site.

3. The job posting board will contain a bulletin that outlines the application process. It will inform applicants that once a position has been filled, applications will not be held for future consideration, and that another application will need to be completed each time a new job posting appears on the job posting board.

B. Subject to the requirements of Part 4 of this Decree, the following hiring procedure/criteria for employment in Entry Level Jobs will be followed during the term of the Consent Decree unless otherwise noted.

1. Applications for Entry Level Jobs will be received from anyone who personally appears in the Store to timely apply during the designated day(s) and time(s) for accepting and processing applications, until the posted vacancies have been filled. All applicants must complete an application form. That application form is attached as Exhibit C.

2. All applicants for Entry Level Jobs who apply in a timely manner in response to a Job Posting will be processed in the following manner: On the date(s) and time(s) specified on the Job Posting, the interviewer (Assistant Store Director, Store Director or

designated interviewing manager) will begin interviews in the order in which the applicants submitted a completed application. At the time they submit their completed application form, applicants will sign in on a log sheet and indicate the position applied for, job posting number and the date and time. They will also be asked to indicate on the log sheet whether or not they are Black, Hispanic and/or female. This information will be maintained for recordkeeping purposes only.

3. The Company hiring official or a TEC representative, as the case may be, screens applicants using criteria set forth below. The Company will disqualify an applicant if he or she does not meet one or more of the requirements set forth below:

a. Minimum age of 16 or 18, as the case may be, will be established for each vacancy to be filled, and may be used as a requirement so long as it is noted in the Job Posting Form and consistently applied for said position throughout the Company's stores.

b. Available to work the hours and/or days (including weekends) indicated on the Job Posting Form; provided that if notations on the application disclose that the applicant was unable to work on a particular day because of religious reasons, the applicant will not be excluded for that reason only, unless a reasonable accommodation is not available.

c. If required by the Job Posting Form, prior experience, skills, qualifications, training, and other requirements for job(s) applied for.

d. Exhibits good grooming and personal hygiene characteristics. A disqualification based on cleanliness, grooming and/or posture is not permissible unless the applicant is advised at the time of interview about his or her deficiencies and the specific deficiencies are noted in writing in the Interviewer's Section of the application form.

e. Any means of reliable transportation to and from work, including, but not limited to availability of a car, availability of public transportation, ability to carpool with friend or relative.

f. Applicant's expressed expected duration of employment for an acceptable period of time.

g. Available to commence employment at time specified by the Company.

h. Expressed willingness to work for wage offered.

i. Previous satisfactory job performance (including job stability that is relative to applicant's circumstances) if applicant has a work history.

j. Possession of valid Social Security card and/or documentation evidencing compliance with INS rules.

k. Ability to orally communicate effectively in English with customers and superiors, i.e., can understand and make himself/ herself understood. A fluency disqualification cannot be based only on the applicant's writing ability. Nor may an applicant be rejected based on accent, unless the accent prevents the applicant from being understood.

l. Good customer relations skills which means that the applicant demonstrates ability to greet and acknowledge customers, courteously and with a smile, and is attentive and demonstrates appropriate posture during interview.

m. Absence of conviction of a crime or crimes other than minor traffic offenses.

n. For jobs involving regular contact with customers, i.e., Checker, Sacker, Stocker, Food Clerk, Produce Clerk, and Non-Food Clerk, applicant exhibits good personality and friendly demeanor and can communicate effectively.

4. Applicants who satisfy the foregoing criteria are permitted to take the Company's standard PSI Questionnaire ("PSI"). As more particularly noted at Paragraphs 5 and 6 below, passage of PSI and math tests, if applicable, is required for hiring.

5. Applicants who are interviewed by a Company hiring official and who score "recommend," "recommend with training" ("RT"), "qualified recommend" or "qualified recommend with training" ("QT") on the PSI are eligible for employment and are contacted by a Store hiring official to determine availability for work (unless desired positions have been filled by other applicants or unless hiring official is unable to reach applicant at any telephone number(s) appearing on application form or official is advised that applicant is no longer interested in employment with the Company). If applicable, the name of the Company official who determined that the applicant could not be reached or is no longer interested in employment is clearly indicated on the application form.

6. Applicants who are interviewed by TEC representatives and who score a "recommend," "RT," "qualified recommend," or "QT" on the PSI are interviewed by a Company hiring official using the above stated criteria. If the applicant successfully completes the second interview, he/she is contacted as stated in Subsection 5, above.

7. Following interview by Store hiring official and testing, applicants for sub-department (i.e., Meat, Appetizer, Food Service, Service Center, Non-Food, Bakery, Produce,

and Floral) jobs, may be interviewed by the sub-department manager, who will recommend whether to offer employment to the applicant or to continue interviewing other applicants.

8. If a former applicant subsequently applies for any position, the subsequent application will be evaluated based on the applicant's current qualifications. The fact that the applicant had been previously rejected will not be a basis for a current disqualification unless (i) the earlier disqualification was based on previous conviction of a crime or crimes other than minor traffic offenses and/or failure of the math and/or PSI tests or (ii) the ground or grounds upon which the prior disqualification were based remain unchanged and are appropriate bases for disqualification.

9. If the applicant is not offered employment, the interviewer will note the reason(s) for rejection in the Interviewer's Section on the application form. This information will also be noted on the applicant log sheet.

10. When the decision not to offer employment is made during the course of the interview, the interviewer will inform the applicant of the reason(s) for their non-selection, in-person, at that time. In all other instances, Black, Hispanic and Female applicants who are not to be offered employment will be so notified by telephone or mail within fourteen (14) days of when the position for which they applied was filled.

11. All applications for those not hired for the posted position, as well as a copy of the successful applicant's application, will be filed with the relevant log sheet and maintained at the Store for up to thirty (30) days. Thereafter all such applications will be forwarded to the Human Resources Department ("HR Dept.") for filing and retention. While retained at the Store, these log sheets and applications will be filed in chronological order. While retained in the HR Dept., these log sheets and applications will be filed in chronological order by Store. The Company agrees to retain all applications for Entry Level Jobs and log sheets until this Decree is dissolved.

C. The following hiring procedure/criteria for employment in Grocery Department Manager Trainee positions will be followed during the term of the Consent Decree unless otherwise noted:

1. External Applicants may contact the Company's HR Dept. directly and apply for employment into the Grocery Department Manager Trainee Program. External inquiries directed to a Store Director or lower manager do not constitute such applications. Internal Applicants make known their interest in admission into the Grocery Department Manager Trainee Program by submitting a written request to the HR Department or by contacting their department manager and Store Director for a recommendation for admission into the program.

2. The Company's HR Dept. will maintain a list of Internal Candidates by date of receipt of recommendation or request for admission into the program, national origin, race and sex for its internal grocery management training programs. A separate list with the available information noted in the previous sentence will be maintained for external candidates. This separate list will be maintained in chronological order based on date received by the HR Dept.

3. In the case of External Applicants, the Company requires (i) successful related experience in a Grocery Department management position in the grocery industry in a store with a weekly sales volume of at least \$150,000.00, or (ii) a relevant college degree, including but not limited to a Bachelor of Business Administration with a major in management or marketing with some grocery or retail work experience preferred (but not required), or (iii) in the absence of such relevant prior grocery industry management experience or relevant education, a very significant level of management experience in a retail or food industry [for example, a person with five years' experience in a retail management position involving supervision of at least twenty-five employees and responsibility for the profitability of a department or store]. In the case of an internal candidate, the Company generally requires (i) current service as a Dairy Manager, Frozen Foods Manager or Lead Stocker, or (ii) experience as a full-time Service Manager, or (iii) experience as a manager of a sub-department of a Randall's Store.

4. In the cases of External and Internal Applicants, excellent reference, or supervisory recommendations, security checks and job stability are essential.

5. Both External and Internal Applicants must exhibit strong leadership and management potential, good grooming, cleanliness, personality (friendliness) and communication attributes, which reflect a high likelihood of excellent customer relations and good employee relations skills.

6. All candidates must pass the standard battery of tests provided to candidates for manager trainee positions, i.e., the Personalysis, PDI and drug screen, as well as security and background checks.

7. All candidates must conclude satisfactory interviews with a District Manager and appropriate HR representatives, each of whom must recommend the candidate for admission into the program.

8. The Company acknowledges that any of its testing or interviews of candidates will comply with the requirements of Title VII, Age Discrimination in Employment Act ("ADEA") and the Americans With Disabilities Act ("ADA").

9. All applicants who are interviewed and rejected will be notified of their non-selection and shall be provided with the reason(s) for their non-selection, which will be noted on the interview comment sheet and on application form.

D. The Company retains the right to add to, delete or modify the selection criteria for Entry Level Jobs and Grocery Department Manager Trainee positions, provided that (i) the Company will provide to the Commission notice of any such additions, deletions or modifications and (ii) such additions, deletions and modifications proposed by the Company will comply with the requirements of Title VII, i.e., if they have a disparate impact on Blacks, Hispanics, or females, they are job related and consistent with business necessity, and will be applied by the Company without regard to race, national origin or gender. The Company will not place into effect any such modifications or new criteria until the Commission has provided its assessment, which will be completed within thirty (30) days following its receipt of notice from the Company. The Company agrees to give fair consideration to any recommendations made by the Commission.

E. The Company agrees to make its hiring and promotion selections for Entry Level Jobs and Grocery Department Manager Trainee positions on a basis that complies with Title VII.

1. The Company will periodically reemphasize to all of its employees involved in the referral and selection process, as well as to any other people or entities involved in referring applicants for the Company, the importance of ensuring that job opportunities are made available to all potential applicants without regard to race, sex or national origin.

2. The Company will continue to recruit minorities and females by these and other approaches: to seek minority and female candidates for entry into the Grocery Department Manager Trainee Program, the Company will utilize the college and alumni placement services of selected universities, including but not limited to the University of Houston, Prairie View A & M University and employment agencies and recruitment services (including "head hunters") that specialize in the supermarket industry. Such selected universities, agencies and services will be provided periodically with information on job vacancies or Grocery Management Trainee positions and will be requested to refer applicants for those jobs and to encourage minorities and females to apply.

3. The Company will continue to advise all recruiting sources of the Company's active Equal Employment Opportunity policy.

4. Where employment advertising is utilized, the Company will clearly indicate that it is an Equal Employment Opportunity employer and will continue its practice of depicting Female, Black and Hispanic employees and prospective employees among the people used in such advertising and recruitment brochures.

5. The Company will continue to encourage qualified Black and female employees to enter the Grocery Department Manager Trainee Program.

SECTION 304. Reserved.

SECTION 305. Deceased or Incompetent Class Members.

In the event that a person who could have filed a claim for an Entry Level Job or Grocery Department Manager Trainee position has died at any point including but not limited to before submitting a Claim Form or dies before executing the Release of Claims form, or becomes legally incompetent or severely incapacitated before filing a Claim Form or executing a Release, such person, if otherwise eligible and qualified for relief pursuant to the Decree, or his estate shall still be eligible for class membership; provided that a timely Claim Form is submitted. If this particular claim is established, the estate (in the event of a deceased claimant) or an incompetent claimant's legal guardian, attorney ad litem, guardian ad litem, or agent named in a power of attorney ("Representative") shall be entitled to monetary relief on behalf of the decedent or incompetent pursuant to this Decree per the provisions of Section 401A, upon furnishing an heirship affidavit or other certification of probate or estate proceedings transferring the decedent's entitlements under the claim to the Representative, and execution of a Release of Claims.

In the event of death or incompetence, if the Commission so authorizes, the Company may disburse a claimant's settlement funds to his or her husband or wife, common law spouse, other close relative, personal representative, statutory beneficiary or guardian (all hereinafter "Recipient") if the Recipient provides a signed Release and Agreement holding the Parties harmless in the form attached as Exhibit N.2. and a declaration setting forth the fact of the spouse or familial relationship, and the reasons for dispensing with more formal procedures. The filing of a declaration justifies exempting the recipient from posting a bond or other security. In order to avoid delaying payment of claims to other claimants, and notwithstanding the provisions of Sections 407(B) and 409(B), all deceased or incompetent Entry Level Job and Grocery Department Manager Trainee class members or their representatives as appropriate, shall receive backpay in the amount of \$500.00 and \$3,500.00 respectively.

SECTION 306. EEO Training.

The Company agrees to provide Equal Employment Opportunity training regarding interviewing, screening and hiring procedures on at least an annual basis to all HR Dept. and store hiring officials, department managers and supervisory employees who are responsible for any portion of the employment selection or hiring process. The Company will provide similar

training for new managers and other persons newly involved in the hiring process. The Company will provide orientation to such hiring officials regarding the implementation of this Decree commencing within thirty (30) days and to be completed within one hundred and eighty (180) days after the effective date of this Decree. As part of its periodic reporting responsibilities, the Company shall periodically provide the Commission sign-in logs evidencing its employees' attendance at these training sessions.

SECTION 307. EEO Officer.

The Company agrees to designate the Director of Employment and Recruiting as an Equal Employment Opportunity Officer for the purpose of monitoring compliance with Title VII by all Randall's employees and the TEC representatives who are engaged in recruitment and hiring activities on behalf of the Company. The Equal Employment Opportunity Officer shall also be responsible for making a good faith effort to advise all pre-screening and selecting officials of the Company, about the Company's obligations not to discriminate unlawfully in its employment practices. Such guidance will include advising on matters concerning applicant intake, screening and referral. Additionally, the Equal Employment Opportunity Officer will be responsible for implementing the provisions of this Decree and insuring that the periodic reports to the Commission are filed in a timely manner and are both accurate and fully responsive.

SECTION 308. Future Employment Opportunities for Class Members.

Insofar as may be applicable and required under the terms of this Decree, the Company will extend offers of employment in Entry Level Jobs to qualified Female, Hispanic and Black class members pursuant to Section 410(A) of this Decree and in Grocery Department Manager Trainee positions to qualified Black (without regard to gender) and qualified Female class members pursuant to Section 410(B).

SECTION 309. Content of Applicant Flow Report.

Consistent with the procedure described in Section 303, during the term of this Decree, the Company agrees to create and maintain records on a Store-by-Store basis which indicate whether or not each applicant is Black, Hispanic and/or female and the specific entry level positions sought; the date each applicant applied, whether an offer of employment was made, and whether the offer was accepted. The Company agrees that any self-identification form used to acquire an applicant's sex, race or national origin, will be for recordkeeping purposes in compliance with Federal law.

SECTION 310. Retention and Review of Records.

In order to demonstrate its compliance with the provisions of this Decree, the Company will maintain for the duration of this Decree the records described in Sections 303 and 309. From time to time, the Commission may request the opportunity to review a specified portion of these records. Assuming the request may reasonably be addressed within such period, and the documents are not voluminous, within two (2) weeks of the request, such records will be made available to the Commission by the Company at its expense.

SECTION 311. Content and Schedule of Progress Reports.

Pursuant to the terms of the reporting schedule described below in Section 311, the Company agrees to provide written reports containing the following information:

A. In the second, third and fourth reports, for Entry Level Job positions, lists of persons hired during the period of this Decree identifying each person by name, race, national origin and sex, date of hire, job assigned, Store Number and rate of pay. Hires shall be listed on a Store-by-Store basis, in a chronological fashion based on date of hire. For the purpose of complying with this Subsection and Subsection B, the Company satisfies its reporting requirement

1. as to race by noting whether or not an applicant is Black; and
2. as to national origin by noting whether or not an applicant is Hispanic.

B. Information regarding rejectees including their applications, job posting notices and log sheets shall be kept at each Store for up to approximately thirty (30) days and thereafter at the HR Dept., sorted by specific Job Posting Form, in chronological fashion, based on the date of the Job Posting Form. If the applicant applied for more than one Job Posting Form, all such applications shall be listed. The foregoing records shall be arranged and maintained in a manner which facilitates comparison of the successful applicant who is not within any of the classes protected by this Decree with the unsuccessful class applicants for the position to which the non-class applicant was hired.

C. In each report, copies of the documents listed in Exhibit Z, which concern the Company's efforts to implement PART 4 of this Decree. When, in the Commission's judgment, any section of PART 4 has been fully complied with, it will so advise the Company and no further reporting with respect to that section shall be required. A final report shall be provided to the Commission one month prior to the Decree's scheduled termination date.

D. Except as provided in Section 311(C), the Company agrees to submit periodic reports to the attention of the Regional Attorney, Equal Employment Opportunity Commission,

1919 Smith Street, 7th Floor, Houston, Texas 77002, concerning its implementation of the terms of this Decree. The Reports are due to the Commission in accordance with the following schedule:

1. The First Report is due three (3) months after the Effective Date of the Decree.
2. The Second Report is due ten (10) months after the Effective Date of the Decree.
3. The Third Report is due seventeen (17) months after the Effective Date of the Decree.
4. The Fourth Report, also known as the Final Report, is due twenty-three (23) months after the Effective Date of this Decree.

The first report shall specifically address progress in creating the database to be utilized for disseminating Claims Forms to the claimants' current addresses and all other relevant matter. The first report and all subsequent reports shall set forth a summary of the activities undertaken by the Company or others on its behalf since the closing date of the previous report and any perceived impediments to compliance with the Decree. For ease of reference, on a section-by-section basis, the report shall indicate what activities have been undertaken to comply with the Decree. Each report must state specific payments that have been made to claimants, as well as for claims administration and other related expenses during the reporting period. The Commission will acknowledge receipt of each report and may directly contact the EEO Officer from time to time to seek clarifications regarding the report's contents as well as the general implementation of the Decree.

- E. A list of the subjects to be covered in the reports is set forth as Exhibit Z.

SECTION 312.

Unless otherwise noted, whenever a Vacancy Announcement or other posting requirement exists,

- a. the Company must post said notice on a conspicuous bulletin board at the hiring Store easily accessible to the shopping public;
- b. the Company must designate a manager who assures that said poster remains in place on said bulletin board;

c. the Company must provide a stock of said posters to each such manager to assure that a missing or damaged poster is promptly replaced; and

d. in the absence of special mitigating factors, such as Store remodeling, the conspicuous and accessible posting placement requirement entails posting in the front of the Store between the entrance and the cash registers.

PART 4

AFFECTED CLASS RELIEF

SECTION 401. General.

In an effort to make whole all class members who may be alleged to have been denied employment opportunities in the past, and subject to the disclaimer of liability contained in Section 102, above, the Company agrees to the claims administration functions and provisions set forth below.

SECTION 401(A). Monetary Relief.

The Parties have agreed that the Company will pay \$2,500,000.00 (TWO MILLION FIVE HUNDRED THOUSAND DOLLARS) (hereinafter the "Claim Funds"), in backpay and accrued interest to be divided among all qualified class members in all Entry Level and Grocery Department Manager Trainee classes who are to be identified by the Commission in accordance with applicable provisions of this Decree. The Company will prepare and tender the backpay checks in accordance with provisions hereafter noted.

The Company will be responsible for making legal deductions from each check for the employee's share of social security withholding and federal income taxes.

SECTION 401(B). Scheduling Review of Grocery Manager Trainee Claims.

Determining which applicants for Grocery Department Manager Trainee (hereinafter "grocery class") are eligible for backpay monetary relief and calculating the total amount of monetary relief to be paid to this grocery class will be accomplished before calculating the total amount of monetary relief to be paid to the qualified Entry Level Job claimants. When the total amount owed to the grocery class is calculated, checks may be distributed to the qualified members of the grocery class who have not requested instatement. With regard to qualified Grocery Department Manager Trainee claimants who have requested instatement, the scheduling of their employment interviews will promptly commence. If the Company exercises its option to

make an in-lieu payment to a Grocery Manager Trainee rather than offering him/her a job, the Company shall immediately send the Release of All Claims to this claimant and within forty-five (45) days of receipt of that executed Release shall disburse two settlement checks, one in the amount of \$1,500 (ONE THOUSAND FIVE HUNDRED DOLLARS) less applicable deductions if any as an in-lieu payment and a second in the amount of the check distributed to grocery claimants who did not seek instatement. If the Company decides that a Grocery Manager Trainee is not qualified, and the Commission does not timely provide notice of disagreement, the Company shall immediately send him/her the Release of All Claims and then, after receipt of the executed Release, disburse a settlement check to that claimant in the amount that has been distributed to grocery claimants who did not seek instatement. If the Company decides the grocery claimant is not qualified and the Commission timely invokes dispute resolution, if the Company does not decide to make an in-lieu payment to that claimant, the Company must immediately initiate payment to that claimant of the amount received by all other grocery claimants who did not seek instatement. The predicate Release to be executed by a claimant in this circumstance shall not contain any provision requiring his/her waiver of the instatement claim. As to claimants for whom dispute resolution is invoked, the Company may not prevent their employment by making an in-lieu payment after a dispute resolution decision unless the claimant agrees to accept an in-lieu payment.

Though the distribution of backpay to claimant seeking instatement may not occur until they have been screened for employment, this shall not delay (a) determining the total amount of backpay to be paid to the grocery trainee class, (b) making payments to claimants who do not seek instatement and (c) distributing any balance in that backpay fund to the entry level fund.

If the total of monetary payments to all Grocery Department Manager Trainee claimants does not exceed \$245,000 (TWO HUNDRED FORTY FIVE THOUSAND DOLLARS), the individual checks that are distributed to the grocery class will constitute final payment of their respective claims. If monies remain in that grocery trainee fund after the total amount of the distribution is determined, that remaining balance will be immediately added to the entry level fund for distribution as per the relevant terms of this Decree. On the other hand, if the grocery fund is not sufficient to fully compensate all the qualified claimants in the grocery class, all qualified grocery claimants shall receive their appropriate share of that fund and should be advised that an additional payment may be made to them if a balance remains in the entry level fund after all its qualified claimants receive their full share. If it is subsequently determined that a balance exists in the entry level fund after all qualified entry level claimants are first compensated, that remaining balance will be ratably distributed to the grocery class members to the degree required to fully satisfy their claims. In the event that the entry level and grocery manager classes' monetary claims are fully satisfied, any remaining balance will be distributed to the entities identified in Exhibit H.

SECTION 402. Notification to Class Members.

A. The Company agrees to pay those expenses associated with the notice and claims administration procedure that it has expressly agreed to pay in this Decree, including those set forth at Section 406.

B. The Commission will review both the entry level and grocery management trainee updated address lists within thirty (30) days of receipt and will provide the Company with additional addresses within this same thirty (30) day period. After the entry level and grocery department management trainee applicant mailing lists have been approved by the Commission, within thirty (30) days after delivery to the Commission of the computer tape described in Section 302, the standard claims package, Exhibit AA, including the appropriate Claim Form will be prepared and mailed by the Company or its agent at the Company's expense, to all potential entry level class members on the approved mailing list. A standard Claim Form and all related documents are attached as Exhibit AA. These are the materials which will be sent to each claimant. As to any person for whom the Company has one or more Written Applications, the specific Claim Form that is sent to that claimant will be personalized to include data specific to that claimant's prior application or applications. An example of a personalized Claim Form referenced immediately above is attached as Exhibits D.1 and E.1. At its option, the Company may either prepare and/or mail these personalized Claim Forms itself or may contract with a third party to prepare and/or mail these Claim Forms. In either event, the Commission shall be allowed to view both the underlying data from which the Claim Forms are generated and the resultant Claim Forms to assure their accuracy. As to any claimants designated by the Commission pursuant to Section 405A4d, in the event that the Company does not have an application on file, the standard Claim Form will be sent to them.

C. The Company agrees to pay for all postage mailing expenses associated with Court approved notice, such as are typically associated with announcing a fairness hearing, as well as any other subsequent notices to claimants regarding the claims notification process.

D. The Company may utilize bulk mailing rates so long as the following procedures are assured.

1. The Commission may supervise the mailings to assure the timely and accurate provision of the mailings to the Post Office.

2. The method of bulk mailing must provide that all mail that is delivered to an address at which the claimant does not reside be routinely forwarded to his or her current address. A form of envelope meeting this requirement is attached as Exhibit I.

3. Before the mass mailing may be delivered to the Post Office or otherwise disseminated for distribution to the claimants, the claim documents must be approved by the

Commission. The Company will give the Commission two days' notice prior to the delivery of the claim documents to the Post Office and the Commission reserves the right to observe its delivery to the Post Office to assure that it is properly disseminated.

E. The Commission pledges a cooperative effort with the Company to facilitate inexpensive and efficient claims administration procedures consistent with the effort to locate as many claimants as practicable.

F. All claims administration functions and provisions may be undertaken by one or more of the third party contractors identified by the Company on Exhibit CC, provided that the Commission's rights as reserved in the Decree to unilaterally determine for purposes of monetary relief only that a claimant is qualified cannot be delegated to any such contractor[s].

SECTION 403. Notification to Unidentified Class Members.

The following forms of notice will be used to reach potential class members for whom no addresses are available:

A. Posted Notice to Unidentified Class Members.

The Company agrees to post for a period of three (3) months, commencing one month after the effective date, in all its Stores listed in Exhibit F on the employee bulletin board, the Notice attached hereto as Exhibit K. A claim submitted by an unidentified class member who receives notice through such a posting must be submitted on a Claim Form and received by the Commission or designated contractor within one hundred and sixty-five (165) days after the Effective Date.

B. Together with the Transmittal Letter Attached as Exhibit J, the Commission will mail or deliver copies of Exhibits AA and AA-1 to the community organizations identified on Exhibit DD within fourteen (14) days of the date the Company commences mailing Claim Forms at any appropriate time as determined by the Commission. A claim submitted by a claimant who receives notice through a community organization must be received by the Commission or designated contractor within sixty (60) days after the date the Commission mails or delivers copies of Exhibits AA and AA.1. to that community organization. Subject to the exceptions permitted within, a claimant is not entitled to any relief if his/her Claim Form is not received within the time period set forth above.

C. A claim submitted by an unidentified class member who receives notice by any other means, must be submitted on a Claim Form and received by the Commission or designated contractor within one hundred and sixty-five (165) days after the Effective Date.

SECTION 404. Filing of Claims by Entry Level Job and Grocery Department Manager Trainee Claimants.

A. Any person wishing to preserve his or her rights under this Decree to obtain any benefit as a class member or otherwise must file a timely claim in the manner specified in Section 405. Such claims shall be made on the forms attached hereto as Exhibit D or D.1. for Entry Level Jobs and Exhibit E or E.1. for Grocery Department Manager Trainee positions.

B. A claim will be considered timely filed if it is received on or before the date specified on the Claim Form. Such date shall be no later than forty-five (45) days from the date on which Notice is mailed pursuant to Section 402.

C. In connection with the claim filing procedures described in Section 404 and the Company's undertaking to provide certain computer tapes and database/spreadsheet reports, the Commission or its agent shall maintain a list of all potential class members who are sent Notices by mail to file a claim. A "date received" stamp or facsimile shall be placed on the completed Claim Form indicating the date it is received by the Commission or its agent on its behalf.

D. Upon request, the Commission shall make available to the Company at the Company's expense all data described in Section 404(C) above and the Company may examine the original Claim Forms in the presence of a Commission representative at a mutually convenient time.

E. It is understood and agreed by the Company and the Commission that class members and other persons who file untimely claims or claims that are substantially incomplete shall not be entitled to relief and their claims shall be rejected in the absence of compelling showing of good cause. The Company may contest the Commission's determination that a Claim Form has been timely filed, but it may not contest the Commission's determination that:

1. the Claim Form is substantially complete as defined above; and/or
2. a compelling showing of good cause warrants relaxing deadline and/or completeness requirements. Examples of circumstances warranting exceptional treatment include the death, disability or incompetence of a claimant to whom the Claim Form is mailed or the claimant's unavoidable absence by reason of military service or custodial confinement. If the claimant did not timely receive the Claim Form, the death, disability, incompetence or unavoidable absence of a resident may warrant relaxing the deadline or completeness requirements if said circumstance contributed to the applicant's non-receipt or delayed receipt of the Claim Form.

A representative of the Commission may contact a claimant, his or her legal representative or close relative who submits a Claim Form that contains a minor omission but is substantially

complete, to obtain the omitted information, subject to the following conditions: The Commission's representatives or the third party contractor may generally answer questions posed by claimants regarding the Claim Form and information requested on the form; provided that during any such discussions concerning omitted information that will determine whether a claimant qualifies for backpay or employment relief (for example, an application at Store Nos. 8 and 29 during the periods identified in Section 405(A)(4), and answers to questions 2-4 on Exhibit D, and questions 2(d)-(k) and 3-6 on Exhibit E), the representative will not suggest an answer to the claimant or disclose to the claimant that the requested information or the claimant's proposed answer will or may determine whether he/she qualifies for relief. The additional information will be dated and identified on the form, so as to differentiate it from the original information. In the absence of special circumstances, such as a Government furlough or third party contractor's default of contracted services, claimant's death or adjudicated incompetence, if the omitted information is not obtained within twenty-one (21) days following the date that the Commission receives the database/spreadsheet reports reflecting the omitted information prepared by the third party contractor, the claimant will not be entitled to any relief under this Decree. If there are special circumstances, in no event shall the claim be approved if the completed Claim Form and any omitted information has not been received by the Commission or the third party contractor within 60 (sixty) days after the deadline or the date when the Commission has been put on notice that the Claim Form is incomplete. Notice to the Commission shall include actual notice to the Regional Attorney and/or receipt by the Commission of a report from the third party contractor referencing that information has been omitted.

3. In the event that good cause has been shown to warrant relaxing the claims filing deadline and/or the completeness requirements, the resultant consideration of the claim may justify the award of backpay but shall not require the Company to consider the claimant for instatement.

SECTION 405. Claims Certification for Entry Level Job Claimants.

A. An Entry Level Job claimant is eligible for monetary relief pursuant to the terms of this Decree if that claimant satisfies each of the following conditions:

1. Entry Level Jobs: Black and Hispanic Class Members.

a. The claimant must be Black or Hispanic as defined in Sections 201(C) and (D) above.

b. Except as noted within, the claimant must have submitted a Written Application for an Entry Level Job, as defined in Section 201(H) and (R) above. This Subsection is subject to the terms of Sections 201(F) above and 405(A)(4) below.

c. The claimant must have sought employment under Subsection (b) above at one or more of the Stores listed in Exhibit F during a time period that is relevant to the claimant's national origin and/or race.

d. At the time of application, the claimant must have been at least 16 years of age or older. If the claimant applied for jobs within the Company's Meat and Appeteezer Departments, the claimant must have been at least 18 years of age at the time of application.

e. The claimant was not offered employment with the Company within four months of his/her application.

f. The claimant must have passed those tests that the Company administered to him/her at the time of his/her initial application. Those tests are limited to the PSI and math test.

g. The claimant must speak English, if he/she applied for an Entry Level Job that requires customer contact. A disabling event that occurred subsequent to the application date and impedes fluency will not be deemed to disqualify a claimant who cannot, as a consequence, speak English clearly now.

h. If a claimant applied on more than one occasion, each application will be separately reviewed with reference to the above conditions.

i. The claimant's application form or Claim Form must not disclose information concerning his or her status at time of application that renders him/her ineligible for relief based on any of the above or following disqualifying factors: (i) unavailability to work hours of the desired job; (ii) unavailability of any reliable means of transportation; (iii) inability to communicate effectively in spoken English when applying for jobs involving customer contact; no presumption of inability to communicate effectively in spoken English arises by reason of the quality of the applicant's written application and/or claim form; (iv) unsatisfactory prior job performance for Randall's or another employer; (v) at time of application, under age sixteen (eighteen in the case of Meat or Appeteezer Departments); (vi) applicant declined employment offer; (vii) applicant had criminal conviction record that disqualified him/her from employment; (viii) lack of Social Security number or required INS documentation; (ix) applicant completed application but did not return for scheduled interview and/or scheduled testing. In the event that an applicant has submitted more than one application, each application shall be assessed on an individual basis. With regard to backpay eligibility only, the Commission's assessment whether or not information in the application renders the claimant ineligible is unreviewable. In the event that the Company's assessment of qualifications in the personnel file or application or otherwise (hereinafter "entry") is illegible, or amenable to differing interpretations, the applicant cannot be disqualified based on that entry.

2. Entry Level Jobs: Female Class Members.

- a. The claimant must be Female as defined in Section 201(E) above.
- b. The claimant must have filed a written job application for an Entry Level Job, as defined in Section 201(H) and (R) above. This Subsection is subject to the terms of Sections 201(F) above and 405(A)(4) below.
- c. The claimant must have sought employment under Subsection (b) above at the appropriate Stores and times as indicated in Exhibit F and Section 201J.
- d. At the time of application, the claimant must have been at least 16 years of age or older. If the claimant applied for jobs within the Company's Meat and Appeteezer Departments, the claimant must have been at least 18 years of age at the time of application.
- e. The claimant was not offered employment with the Company within four months of her application.
- f. The claimant must have passed those tests that the Company administered to her at the time of her initial application. Those tests are limited to the PSI and math test.
- g. The claimant must speak English, if she applied for an Entry Level Job that requires customer contact. A disabling event that occurred subsequent to the application date and impedes fluency will not be deemed to disqualify a claimant who cannot, as a consequence, speak English clearly now.
- h. The claimant's application form or Claim Form must not disclose information that renders her ineligible for relief based on any of the above or following disqualifying factors: (i) unavailability to work hours of the desired job; (ii) unavailability of any reliable means of transportation; (iii) inability to communicate effectively in spoken English when applying for jobs involving customer contact; no presumption of inability to communicate effectively in spoken English arises by reason of the applicant's written application and/or claim form; (iv) unsatisfactory prior job performance for Randall's or another employer; (v) at time of application, under age sixteen (eighteen in the case of Meat or Appeteezer Departments); (vi) applicant declined employment offer; (vii) at time of initial application applicant had criminal conviction record that disqualified her from employment; (viii) lack of Social Security number or required INS documentation; (ix) applicant completed application but did not return for scheduled interview and scheduled testing. With respect to backpay relief only, the Commission's assessment whether or not information in the application renders the claimant ineligible is unreviewable. In the event that an applicant has submitted more than one application, each

application shall be assessed on an individual basis. In the event that the Company's assessment of qualifications in the personnel file or application or otherwise (hereinafter "entry") is illegible, or amenable to differing interpretations, the applicant cannot be disqualified based on that entry.

3. For purposes of Sections 404, 405, 407 and 410, the requirements of Section 302C Subsections 1-5 shall control.

4. Except as noted below, the application forms in the Company's possession shall constitute the sole source of proof that a claimant filed an application; provided, however, that a) if a claimant claims he or she filed an application at Store No. 8 during the period January 1, 1988 through October 2, 1988, or at Store No. 29 during the period October 2, 1988 through May 24, 1990, and/or b) the Commission certifies that its investigation disclosed that a class member applied for a covered position the fact that an application is not on file with the Company shall not disqualify the applicant; rather, in support of a backpay determination only, the Commission will rely on the information contained in the Claim Form submitted by the claimant, or his or her legal representative, and the Commission's investigative records, in order to determine whether the claimant satisfied the criteria set forth in Section 405A(1) or (2), as the case may be. The claimant shall be considered a bona fide applicant if he/she meets the criteria set forth below:

a. There is evidence that he/she made a statement to the Commission stating that he/she applied to any of the Company's Stores during the applicable time frame. The claimant shall be considered a bona fide applicant only if the Commission's investigative file of this Charge contains such a statement by the claimant; or

b. RESERVED

c. For a claimant who claims that he/she applied at Store Nos. 8 and/or 29 during the period of time set forth above at Section 405(A)(4), he/she shall be considered a bona fide applicant upon stating that he/she made such an application, and such statement shall be made in the following manner:

- i. in his/her Claim Form; or
- ii. in a sworn written statement; or
- iii. in the manner provided for in Subsections (a) and (b) above.

The information submitted by the claimant under either Subsections (a) or (b), or (c) of this section shall be reviewed by the Commission to determine whether the claimant satisfies the

criteria set forth in Section 405A(1) or (2), as the case may be and, as a consequence, is entitled to backpay relief only.

d. The Commission will furnish to the Company the names and pertinent information relating to any claimants who do not have an application on file with the Company and who claim to have submitted an application at Stores No. 8 or 29 during the relevant time periods and who the Commission determines to satisfy the provisions of this Subsection 4.

B. Challenges to Certifications.

1. In the event that the Company decides to challenge an instatement claim, elects to protest the Commission's determination that any claimant seeking instatement filed an application at Store No. 8 or 29 during the relevant period or that he/she sought employment in a particular classification or was denied employment, or otherwise, it must provide the Commission notice of its intent to contest such determination and to invoke Dispute Resolution Procedure pursuant to Section 502, within thirty (30) days after receipt by the Company of notice from the Commission of such claimant's name and pertinent information.

2. The Company may not invoke the Dispute Resolution Procedure unless it has already provided the Commission with a basis for challenge that must be supported by documentary evidence and said evidence must be provided to the Commission, e.g., if the Company has documentary proof that the claimant could not have personally applied for the position in question because he was serving in the Armed Services overseas without leave during the entire period for which applications were solicited, the Company satisfies the documentary proof requirement.

An application which fails to designate one or more specific Entry Level Job classifications, i.e., checker (or cashier), sacker, stocker, etc., or an identical position that is known by a synonymous term but identifies "any" or "all" jobs (as desirable), shall not be considered ineffective for purposes of demonstrating eligibility for class membership and relief under this Decree. A claimant who has such an application on file must, as part of the claim certification procedure, identify his/her preference for two jobs from a list to be provided by the Company, and such identification shall be considered the only classifications for which employment was sought at the time of his/her application. The requirements of Section 302 Subsections (1)-(5) shall apply to any such claimants.

With regard to determining backpay eligibility only, the Commission's assessment whether or not information in the application or claim form renders the claimant ineligible is unreviewable. In the event that an applicant has submitted more than one application, each application shall be assessed on an individual basis.

In the event that the Company's assessment of qualifications in the personnel file or application or otherwise (hereinafter "entry") is illegible, or amenable to differing interpretations, the applicant cannot be disqualified based on that entry.

C. Based upon database/spreadsheet reports provided to the Commission at the Company's expense and, should it choose, the Commission's review of the underlying applications and Claims Forms, the Commission will determine whether each person who has submitted a written claim (a) is a member of a class (as defined in paragraph A and J of the "Definitions" section (Part 2) and Section 405(A) of this Decree, (b) has provided the information requested in the Claim Form that is necessary to determine claimant's class membership and qualification for relief (excluding Store at which he/she applied), (c) has timely filed a written claim in accordance with the provisions of Section 404 above, and (d) is qualified to obtain relief based on the criteria set forth in Sections 404 and 405 and the information furnished on the Claim Form. The Commission shall furnish to the Company a list of persons that meet the above criteria. The applicants on such list shall be divided into subclasses (Black, Hispanic and Female), classification sought and year of filing initial written application for employment. In the event that information provided by a claimant in item 4(a)-(g) of his/her Claim Form, Exhibit D, conflicts with information on the computer tape, the computer tape will control, subject to the Commission's right to contest the veracity of the computer tape information and to invoke the dispute resolution provisions of Section 501. Within each such subclass identified through the claims procedures, claimants will be further divided into the following categories: (i) claimants who expressed interest in monetary relief only and (ii) claimants who expressed interest in both monetary and employment relief in the format contained on Exhibit L. All claimants certified by the Commission to be eligible for relief pursuant to this Part 4 who are in the subclasses and categories referenced above are entitled to a portion of the backpay funds, subject to the other requirements and limitations expressed in this Part 4. If the Commission determines based on the computer tape furnished by the Company pursuant to Section 302, that a claimant failed the PSI and/or math test or is disqualified based on other criteria for relief set forth in Sections 404 and 405, such claimant will not be entitled to relief of any kind under this Decree, and will be notified of this unreviewable decision.

D. If a claimant is determined not to have filed an application, or if in the application, he or she did not seek employment in a classification covered by the Decree or did not apply during a time period identified in the appropriate Class Definition (Section 201J) for the claimant's race, national origin or gender, such claimant shall not be considered to be a class member and shall be ineligible for relief of any kind under this Decree.

E. The Company's right to contest any such determinations is limited to its objection to the instatement of a claimant. It may protest by invoking the Dispute Resolution Procedures pursuant to Section 501.

F. Claimants who elect only monetary relief [Section 405(C) category (i)] will not have to submit to an interview or testing as a condition for obtaining monetary relief under this Decree. The consequences of this election will be made known to all potential claimants in the instructions which accompany the Claim Form.

G. The Company may schedule for an interview and testing any Entry Level Job claimants who are identified pursuant to Paragraph 405(C) category (ii) as seeking employment with the Company. If the applicant has already passed the PSI and/or math tests administered by Randall's or on its behalf on an earlier occasion, for purpose of instatement screening, he or she is assumed to have satisfied this requirement and shall not be retested. Each claimant will be notified in writing that he or she is being offered an interview and testing (if applicable) pursuant to the Decree. The written notification will provide the time and location of an interview with a designated hiring official and will further indicate which tests (such as PSI and math) will not be administered to the candidate by reason of his or her having passed these tests when an earlier employment application was made to the Company.

The Company will provide at least five (5) days' notice by postcard of the time and place of the testing and/or interview. In the event that any such claimant does not appear at the designated time and place or communicate in advance of such time with the Company regarding a different time for the interview, he/she shall not be entitled to any instatement relief pursuant to this Decree. Such interview/testing shall be conducted pursuant to the criteria and procedures set forth in Section 303. During the interview, the claimant will be required to pass the tests (if not previously administered) and to satisfy the other criteria set forth in Part 4 and Section 303 and a determination will be made with respect to such person's suitability for employment. Any such claimant who fails to achieve a "recommend" or "qualified recommend" score on the PSI or to pass the math test (if applicable) or fails to successfully complete the interview shall be disqualified from and shall not be entitled to instatement relief pursuant to this Decree. In the event that the hiring official determines that such claimant is not suitable for employment, the Commission will be provided written notification, including the reason(s) for rejection, within thirty (30) days following the interview. Subject to the Commission's right to contest the Company's determination as set forth below, claimants who are determined by the Company not to be suitable for employment pursuant to this Section 405(G), shall not be entitled to instatement relief and will be so notified by the Company in a letter in the form attached hereto as Exhibit EE.

The Company will provide the Commission every month (once interviews and testing commence), a list stating the names, most current address and unique claim numbers for all (i) the claimants notified of a date/place for interview/testing, (ii) the claimants interviewed/tested, (iii) as well as their results of interview/testing, including the respective reasons for any disqualifications and (iv) the name, most current address and unique claim number of any claimant who failed to appear for testing or interview. In the event that the Commission wishes to contest the Company's determination with respect to any such claimant(s),

within thirty (30) days of receipt of such lists from the Company which comply with the above specifications, it must provide to the Company written notice of contest and intent to invoke the Dispute Resolution Procedure in Section 501.

H. Upon receipt of the list described in Subsection C, above, the Commission will establish the method to compute the amount of monetary relief to which each class member is entitled (as limited by the provisions of Subsection G, below) and, subject to oversight by the Commission, the third party contractor will furnish a schedule of such persons and their respective amounts of monetary relief to the Company. Within forty-five (45) days of the receipt of the schedule, the Company will provide to claimants the Notice attached as Exhibit EE and Release of Claims attached as Exhibit N. Within twenty (20) days after receiving a fully executed Release of Claims, the Company will mail to the claimant his/her monetary relief check.

If a claimant does not return the fully executed Release of Claims within thirty (30) days after the date upon which the Notice and Release were mailed to the claimant, the Company will send the claimant at the address provided on the claimant's Claim Form as supplemented pursuant to Subsection J, below a written notice, Certified Mail, Return Receipt Requested, that unless the claimant returns the fully executed Release of Claims within seven (7) calendar days of his/her receipt of the notice, his/her claim will be disallowed. (Fourteen (14) days will be allowed to claimants who do not live in the State of Texas, or are known to be stationed or confined outside of the State of Texas, or to the heirs, relatives or guardian of a deceased or incompetent claimant.) In the event that the Company does not receive the fully executed Release of Claims within the seven (7) calendar day period (or fourteen (14) days in the events noted above), the claimant will be ineligible for relief of any kind pursuant to this Decree and will be so notified by the Commission in a letter to be agreed upon by the Commission and the Company. If the Company determines that FICA, federal income tax or other state or federal withholding is required, the Company will make such required deductions from the settlement check at the lowest lawful rate of withholding and shall provide each claimant at the appropriate time with the appropriate tax withholding documentation for tax filing purposes.

With respect to other claimants who are determined pursuant to the terms of this Part 4, to be ineligible for Entry Level Job relief, the Company or its agent will so notify such claimants in a letter similar to attached Exhibit O.

I. It is agreed that the Company will not be required to make any monetary payment or to instate any class member unless and until the fully executed Release of Claims attached hereto as Exhibit N has been received by the Company.

J. In the explanatory letter accompanying the Claim Form, all potential claimants shall be notified of their responsibility to advise the Commission of any changes in their name, home address and/or telephone number(s). If a claimant fails to notify the Commission of said change(s) in the manner specified by the Commission, the claimant will be disqualified from receiving any relief under this Decree. Failure to notify shall mean not advising the Commission

of the address change by no later than a week before the backpay checks are scheduled to be distributed.

SECTION 406. Claims Expenses.

A. The Company shall bear all expenses for the administration of the claims procedures. These procedures are summarized below and referenced within the Decree and associated exhibits.

1. updating claimant addresses to obtain a current address for each claimant, developing a claimant mailing list based on the most current address and producing at least six mailing labels for each claimant and pursuant to Section 405J until such time as each particular qualified claimant is fully compensated to the extent permitted by the settlement funds, updating his or her records to reflect recent address changes;
2. producing and mailing the appropriate claims package in a format specified in this Decree or agreed to by the Company and Commission. (See Exhibits AA and AA.1);
3. mailing each claimant an acknowledgment that his or her Claim Form has been received. (Exhibits U, U.1 and U.2 are forms of acknowledgment);
4. data entry of key information and reasonable creation of searchable database/spreadsheet and production of database/spreadsheet reports. (See Exhibit X.) Data will be obtained from the following sources: job applications, Claim Forms, and address update forms. When data is entered into the database/spreadsheet from a source other than the application or Claim Form, the specific source of this data will be noted;
5. efficiently answering claimant inquiries;
6. advising claimants regarding requirements for eligibility in class;
7. issuing and mailing qualification, clarification and rejection letters, (including Exhibits N, O, and P);
8. generating and distributing checks for backpay and/or "in-lieu" checks for qualifying claimants and advising all claimants that they may cash these checks at any of the Company's Stores without paying any service charge or other fees;
9. providing periodic reports as required by this Decree;
10. maintaining appropriate recordkeeping system as required by this Decree;

11. preparing database/spreadsheet reports, including the separate reports listed in Exhibit X and transmitting these to the Commission in the manner set forth herein. Each of the reports or other documents and all subsequent revisions of same shall be provided to the Commission within a week of its creation by the Company or its third party contractor.

12. timely updating the claimant's address record and telephone records to incorporate all recent changes in the claimant's home address and home and work telephone numbers;

13. at the Commission's option, either storage of Claims Forms and other documents for one year after this action is dismissed or, in the alternative, delivery of Claims Forms and documents to the Commission's offices;

14. providing the purchased or leased equipment, software, hardware and supplies specified in Exhibit W to the Commission's office. When the provisions of the Decree are no longer in force and effect, the Commission shall return the hardware, software, and all remaining supplies to the Company. The Company may pick up the file cabinets two years after the termination of the Decree;

15. preparing and distributing any required record of tax withholding and provision of said reports to taxing authorities;

16. provision to the Commission of the claimant database/spreadsheet in hard copy or computer machine readable format as well as the documents and database/spreadsheet reports noted above in formats acceptable to the Commission. At the Commission's option, some reports shall be transmitted to the dedicated computer at the Commission's office via modem;

17. Response to claimant inquiries will include at the Company's expense the use of a telephone response system (hereinafter "TRS") based on voice-response technology for frequently asked questions. The Parties will agree to the script for these questions and answers, to a protocol for determining to whom specific types of calls will be routed, and to specific time frames for responses to various types of recurring inquiries and protocols for monitoring performance in this area. This system will provide general information on-line on an automated basis and will permit callers to leave a 60 second message and to request that certain documents be mailed to them. The system will permit callers to bypass the voice-response technology to leave certain types of messages by accessing a claims' counselor's voice mail. The system must have the capability to permit access from the Parties' offices irrespective of the place where the TRS is located to messages left by claimants.

The automated pre-recorded messages will cover the following matters. (Where an asterisk appears, callers with these circumstances will be routed to a specific phone line.)

- a. claimant requests another Claim Form

- b. claimant didn't receive acknowledgment that we received his or her Claim Form
- c. as to qualified claim, "When will I be paid?"
- d. as to qualified claim, "When will I be offered a job interview?"
- e. Why was this case settled on the terms set forth in the Decree?
- f. What laws does the EEOC enforce?
- g. claimant had trouble trying to cash the settlement check;

18. The Company shall directly pay the contractor and vendor(s) for all expenses entailed in the provision by it of any services noted above; and

19. In the event that the Commission is requested to respond to an inquiry from a Congressman or other Government official regarding the status of a claimant, all relevant information about the claimant as well as the current status of that claim will be immediately provided to the Commission at the Company's expense.

Periodic recapitulations of the expenditures attributed to the portions of the foregoing claims expenses undertaken by third party contractors shall be provided by the Company to the Commission. The provision of records of the foregoing expenses shall not be construed to require the Company to prepare documents but, rather, it shall send copies to the Commission of the bills presented to the Company by the third party contractor.

SECTION 407. Monetary Relief for Entry Level Job Claimants.

A. The Company agrees to pay to members of the Entry Level Job classes, i.e., Black, Hispanic and Female, whose membership is determined pursuant to Section 405(A) and (B), their pro rata share [subject to the caps set forth in Section 407(B), below and the other conditions and limitations set forth in Parts 4 and 5] of a fund of \$2,255,000 (TWO MILLION TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS) in full and complete settlement of the backpay monetary claims of all such qualified claimants ("Backpay Claims Fund").

B. With respect to each Entry Level Job classification listed on Exhibit B, the qualified Black, Hispanic or Female (regardless of race or ethnicity) claimant whether in Section 405(C) category (i) or (ii), who is eligible for monetary relief and applied for employment during the relevant time period specified in Section 201(J), shall be entitled to no more than \$1,200.00 each as monetary relief.

Claimants are subject to the following additional requirements and conditions:

C. RESERVED.

D. In the event that the eligible claimants for all Entry Level positions are inadequate in number to consume the entire Backpay Claims Fund (due to the monetary relief caps described in Subparagraph (B) above), the excess funds will be added to the backpay fund for the Grocery Department Manager Trainee class. In the event that all qualified claimants in all classes have been fully compensated, any excess funds will be donated to the entities listed on Exhibit H.

E. To assure that the backpay fund can be expeditiously distributed to qualified claimants and yet retain sufficient funds to satisfy valid claims submitted on behalf of claimants who have "special circumstances" warranting delays in the review of their claims, \$10,000 will be reserved from the entry level backpay fund. This reserve will not be initially distributed to the qualified entry level claimants. After the "special circumstance" claims are resolved and payments, if any, have been made from the reserve, if the payments that have already been made to other qualified entry level claimants did not reach the maximum allowable level, the balance, if any, of the reserve shall be distributed in the following manner:

- Step 1 If the qualified entry level claimants have not yet received the maximum payment allowable, each such claimant (including claimants who have "special circumstances") shall receive an additional equal payment from the balance of the reserve so long as that additional payment (before withholding) is \$20 or more per claimant.
- Step 2 If the reserve balance is insufficient to permit distributions of at least \$20 each to the qualified entry level claimants, the entire reserve balance shall be distributed to the entity fund whether or not the qualified claimants have received the maximum payment permissible pursuant to B, above.

In the event that the reserve balance is distributed to qualified claimants pursuant to Step 1, if any of the distribution checks are not timely presented for payment, or cannot be distributed because the claimant has not updated his or her address, these monies shall be distributed to the entity fund.

SECTION 408. Claims Certification for Grocery Department Manager Trainee Claimants.

Applicants for Grocery Department Manager Trainee (as defined in Part 2, paragraph D) positions will be eligible for backpay monetary relief and employment relief pursuant to the terms of this Decree if such applicants satisfy the following conditions:

A. Preliminary Review of Applications.

1. In order to identify people in the protected classes who seek employment in the Grocery Department Management Trainee position or in a management position in the Grocery Department during the time period relevant to each class, the Company will review its applications as well as its records of employee requests by internal candidates during the time period relevant to each class. In connection with this review, the exclusions incorporated in Part 2, Paragraph I(2), will be applied by the Company, and the Company will create lists of names of such applicants, by year, as follows:

a. Group A Designations: Each such applicant whose statement of job interest and employment history and experience and educational background (if applicable) indicates that he/she was a bona fide applicant for the Grocery Department Manager Trainee Program subject to the exclusions contained in Part 2, Paragraph I(2).

b. Group B Designations: Each such applicant whose statement of job interest and employment history and experience and educational background (if applicable) indicates that he/she is not a bona fide applicant based on the exclusions contained in Part 2, Paragraph I(2).

c. Group C Designations: Each applicant who was interviewed either in person or by telephone and was determined not to be an acceptable applicant for the Grocery Department Manager Trainee Program because of one or more of the following: (i) he/she did not make a required score on the administered tests or meet the applicable criteria as outlined in Section 303(C); (ii) he/she indicated in the interview that he/she was not interested in the Grocery Department Manager Trainee Program (for example; dislike of hours, nature of duties, rate of pay, period of training, assignment after graduation, etc.); or (iii) he/she indicated either by telephone or in writing or through a recruiter that he/she was no longer interested in this position with the Company.

2. After receiving the Group A, B and C lists, Commission representatives or their designated agents will review the documentation provided by the Company in support of its designation. If the Commission disagrees with any such designation, its representatives will meet with the Company's representatives to request and to discuss inclusion of any such applicants in Group A. If the Company does not agree with this request, the Company can invoke the dispute resolution provision of Section 501.

3. The Company will mail to each applicant appearing on the Group A list a standard claim package (Exhibit AA-1, excluding Appendix 1). Each claimant who submits a claim for Grocery Department Manager Trainee relief (monetary, employment or both) must provide the information requested on the Claim Form II, Exhibit E, including but not limited to complete employment history and the questions relating to the claimant's intentions at the time of

initial application, i.e., questions 2 & 3(a)-(g). Any such claimant who provides an answer in response to the Claim Form which results in disqualification (as per the instructions regarding the evaluation of such answers, attached to the Claim Form as Appendix 1) shall not be eligible for relief of any kind and he/she will be so notified in writing by the Company in a form letter attached hereto as Exhibit O-1. After adding any persons who were incorrectly designated by the Company as Group B or C applicants, and are thereafter included in Group A, a Claim Form will be mailed to each such claimant and the foregoing will also apply to these claimants.

B. Evaluations of Claims.

1. Each external claimant must have on file in the Company's HR Dept. a timely written application or resume whose statement of job interest indicates that he/she was an Applicant for Grocery Department Manager Trainee Program or in a management position in the Grocery Department as defined in Section 201(I) and subject to the exclusions contained in subparagraph (2) thereof. A timely application or resume is one which, fairly read, reflects that an application was made between January 1, 1987 and April 30, 1989, in the case of Black External Applicants, and between January 1, 1987 and December 31, 1992, in the case of Female (regardless of the Females' race or ethnicity) External Applicants.

2. In the case of Internal Applicant, each such claimant must have formally applied for admission into the Grocery Department Manager Trainee Program either by submitting a written request for consideration or by verbally requesting consideration from his/her Store Director or Assistant Store Director. Mere inquiries concerning the manager trainee program will not suffice as a formal application; provided, that if an employee was discouraged by a Store Director or Assistant Store Director from making such a formal request, such formal request requirement shall not apply.

3. Except as noted, the completed application forms and records of such requests by employees in the Company's possession shall constitute the sole sources of proof that a claimant has filed an application with the HR Dept. or submitted a written or oral request for admission into the training program. In the case of an Internal Applicant who claims that he/she made a formal verbal request to his/her Store Director to be admitted into the training program or was discouraged from making such a request by a Store Director or Assistant Store Director, such proof must consist of a sworn written statement or written declaration under penalty of perjury from the employee in question which must identify the Store Director or Assistant Store Director to whom he/she allegedly made the request or who discouraged him/her, if applicable. If a claimant does not recall the Store Director's or Assistant Store Director's full name, she may satisfy the identification requirement by providing a physical description of the Store Director, the approximate date(s) of discouragement and as much of the Store Director's name as he/she currently remembers. The Commission will determine from such claimant's sworn statement, Claim Form and application and accompanying documentation (if any) whether he/she filed such an application or presented such a formal request to or was discouraged by the Store Director or

Assistant Store Director and the approximate date upon which such event(s) occurred. Section 408(C)(2) will apply to the Commission's determination. The Commission will furnish to the Company the names of such claimants who claim to have timely made such applications or requests for admission within the respective time periods specified and in Subsection (1), above, will provide the dates upon which, and names of the Store Directors and/or Assistant Store Directors to whom, such requests were submitted or who allegedly discouraged the claimant and a copy of the claimants' sworn statements. The Company may furnish documents, sworn statements and other information to support its contention that any such claimants did not apply or submit such request(s) or were not discouraged from applying. If the Company wishes to contest the Commission's determination with respect to any such claimant, it must provide written notice of contest and of the Company's intent to invoke the dispute resolution provisions pursuant to Section 501 of this Decree as well as the full names of the Store Directors and Assistant Store Directors who worked at the Store in question during the year(s) listed in claimant's assertion. To be timely, this notice of contest must be made to the Commission no later than forty-five (45) days following the Company's receipt of said lists of such names, dates and sworn statements.

C. Claims Procedure.

1. If a claimant is determined not to have timely filed an application or submitted an oral or written request within the relevant time period stated above, such claimant shall not be considered to be a class member and shall not be eligible for relief of any kind under this Decree regarding his/her Grocery Department Manager Trainee claim. From the completed Claim Forms filed by claimants for Grocery Department Manager Trainee relief, the Commission will identify in order of receipt those claims that were timely filed, pursuant to Section 404, and which (based on the information set forth on the form and application and related documents) show that the claimant was a bona fide applicant and qualified for employment pursuant to the criteria (excluding tests and interviews) set forth in Section 303(C). The Commission will further divide such claimants into the following categories: (i) claimants who expressed interest in backpay only and (ii) claimants who expressed interest in both backpay and future employment. The Commission will provide to the Company a list of claimants in categories (i) and (ii) whom it certifies to be eligible for relief. All claimants certified by the Commission to be eligible for relief pursuant to this Part 4, who are in categories (i) and/or (ii) referenced above, may be entitled to a portion of the backpay funds, subject to the Company's right to protest such certification with regard to instatement pursuant to Section 408(C)(3), and subject to the other requirements and limitations set forth in this Decree.

2. The Company, the Commission and all third party contractors will not delete or erase any information in the Company records or in the Claim Forms. Any change in any way by the claimant or the above Parties will not entail removing any information. Any such changes will be dated and shall include the initials of the person making the addition and the entity whom they represent. (For example, AB-R will denote a Randall's employee with the

initials AB.) In the event that there is a conflict between information supplied on the Claim Form and on the claimant's application or other documents submitted at the time of initial application/request, any information provided by the claimant in his or her handwriting or typing contained on the application and related documentation shall control unless the claimant in a sworn statement disaffirms that information and contends that he/she was instructed to provide that specific information by the Company or a recruiter. In the event that there is a difference between the information provided in the Claim Form and information provided in a sworn statement, the information provided in the Claim Form shall control with regard to instatement relief under this Decree. Of course, the Claim Form will be relied upon for the provision of a claimant's current address or phone number or other data which change through time, but do not affect entitlement to relief.

3. This Subsection concerns both internal and external applicants who did not submit an application form. Each claimant must satisfy the criteria for employment identified in Section 303(C), except that eligible claimants who seek backpay but do not seek instatement will not be required to submit to a pre-employment interview or tests. The claimant may be required by the Company to complete a standard application form with information as of the date of initial application and may be required by the Company to submit additional information and to a security check (if necessary) limited to verifying the information submitted to the Company at the time of their initial application and such other information as would be disclosed on the Company's standard employment application. If the claimant fails to qualify as an applicant based on the security check or additional information supplied, they will not be eligible for backpay relief pursuant to this Decree and he/she will be so notified in writing by the Company in a form letter attached hereto as Exhibit O-1.

4. The Company will promptly schedule persons identified on the category C.1.(ii) lists for testing and for interviews pursuant to the procedures and requirements set forth in Section 303(C), above. The Company shall offer interviews to qualified claimants in a manner which assures that interviewing opportunities are afforded to the earliest applicants before being offered to those who applied later. To that end, lists of claimants who expressed interest in future employment will be created for 1987, 1988, 1989, 1990, 1991 and 1992 and, within each year by date of application proceeding from January 1st onward. The date of application shall mean the earliest of the following indications:

- a. date on applicant's cover letter or
- b. date on other document transmitting applicant's resume or
- c. earliest date on document authored by Company which acknowledges receipt of application or resume.

Internal applicants for whom no contemporaneous application or record of written request exists will be placed in the ranking at the end of the first month listed by them in their Section 408(B)(3) document or other reliable document as the approximate date of discouragement. The Company is not required to initiate testing and interviewing of any additional claimants seeking instatement relief once it has satisfied its Maximum Numerical Instatement Relief Obligations as set forth in Sections 410 and 412 and Exhibit GG. In order to acquaint claimants seeking instatement relief with the current opportunities and responsibilities of the Company's Grocery Department Management positions, it may send such claimants an objective description of the position's challenges after receipt of their claims forms. The description shall be reviewed by the Commission prior to its dissemination.

When offering an interview and/or testing opportunity to a claimant, the Company will provide at least five (5) days' notice by mail (which may at its election either be by regular mail or certified mail return receipt requested or by postcard) or by telephone. This notice will provide the time and place of the testing and interview. The testing and interviews shall be conducted at the Company's HR office or, at the Company's election, at another conveniently located (in Houston) facility designated in the notice. If for good cause a claimant so requests in advance, the testing/interviewing will be rescheduled for a mutually convenient alternate date, which may be during regular business hours, after hours or on a weekend, provided that it is mutually convenient. In the event that any such claimant does not appear at the designated time and place or request in advance and for good cause an alternate time for testing and the interview, to which the Company agrees, this claimant shall not be entitled to instatement relief pursuant to this Decree unless he or she satisfies the conditions set forth below and will be so notified in writing by the Company in a form letter attached hereto as Exhibit FF. If good cause exists for rescheduling the test and/or interview, and then the applicant does not appear at the rescheduled time and place, this claimant shall not be entitled to instatement relief under this Decree. If good cause exists, the rescheduled testing and/or interviewing shall be scheduled to afford the claimant at least five days' notice and shall occur during weekdays, weekday evenings or weekend days but on the specific day and at the time determined by the Company as necessary for each applicant. Special testing/interviewing arrangements shall be made to accommodate the schedules of claimants who are no longer living in metro Houston because of attendance at school or training, military service of claimant or spouse, or custodial confinement for reasons other than conviction of a felony or misdemeanor; provided that the testing and interview must occur in Houston at the time and place designated by the Company and the claimant's travel expenses must be paid by him/her. In the event that a claimant has become incapacitated, or is incompetent, or has died (hereinafter "incapacitated"), the testing/interview requirement is waived, and this claimant is presumptively qualified for backpay relief only; provided that he/she satisfied the other requirements (excluding testing and interviewing) for relief set forth in this Decree. The sworn application of this presumptive qualifier's nearest of kin, executor, guardian, attorney in fact, or holder of power of attorney (hereinafter "representative") shall serve to qualify said incapacitated claimant's application for backpay. The representative's sworn statement establishes dispositively the fact of incapacity.

For those C.1.(ii) claimants that fail to satisfactorily complete the Personalysis, PDI, Drug Screen, or security check, the claimant shall not be eligible for instatement relief pursuant to this Decree and he/she will be so notified in writing by the Company in a form letter attached hereto as Exhibit O-1. The Company certifies that the foregoing tests have been determined to be predictively valid by qualified individuals. If there is such a judicial declaration of invalidity, a substitute test cannot be utilized unless it complies with Title VII. No claimant must re-take any test other than a drug screen if he or she has already passed the test during any previous screening by the Company or its agents.

5. Following completion of such tests and/or interviews (if applicable), the Company will furnish to the Commission two lists: the first list of the claimants, who did not satisfactorily complete the testing/interview process or who otherwise did not qualify for instatement relief under the provisions of this Part 4, together with the reason(s) for their rejection; and a second list which identifies the claimants who satisfactorily completed the testing/interview process (including presumptive qualifiers as noted above). Upon request, if the Commission wishes to contest the Company's determination with respect to any such claimants, it must provide to the Company written notice of contest. If the Company does not concede a claimant's qualifications, it must provide the Commission with written notice of its intent to invoke the Dispute Resolution Procedures pursuant to Section 501 within thirty (30) days following receipt of the Commission's notice of contest. It is expressly agreed that any claimant who fails to achieve an acceptable score on any applicable test or who based on an interview appropriately has been disqualified on the basis of the criteria or requirements set forth in Section 303(C) or 408(B) or (C) or elsewhere in this Part 4, shall not be entitled to instatement relief of any kind pursuant to this Decree and will be so notified in writing by the Company in a form letter attached hereto as Exhibit FF.

6. Upon receipt of the two lists described in Subsection 5, above, the Commission will compute the amount of monetary relief to which each class member is entitled (subject to the cap and other limitations set forth in Section 409) and will furnish a schedule of such persons and their respective amounts of monetary relief to the Company. Within forty-five (45) days of the receipt of the schedule, the Company shall mail to each such person the notice attached as Exhibit EE-1 and the Release of Claims attached as Exhibit N-1. When the fully executed Release of Claims is received by the Company, it will provide to the claimant his/ her monetary relief check within fifteen (15) days. If a claimant does not return the fully executed Release of Claims within thirty (30) days after the date upon which the notice and release were mailed to the claimant, the Company will advise the Commission, permitting it to attempt to provide an updated address for the claimant within ten (10) days of notice. The Company will then send the claimant a written notice, Certified Mail, Return Receipt Requested, to the address provided by the Commission or, if no new address is provided, to the address on file. The notice will advise that unless the fully executed Release of Claims is received by the Company within seven (7) calendar days of the claimant's receipt of the notice, his/her claim will be disallowed.

In the event that the Company does not receive the fully executed Release of Claims within such seven (7) calendar day period, the claimant will be ineligible for relief of any kind pursuant to this Decree and will be so notified by the Company in form letter attached hereto as Exhibit O (or, as to Grocery Department Manager Trainees, Exhibit O-1).

D. It is agreed that the Company shall be under no obligation to effect payment of any monetary award or to provide employment relief to any class member unless the Company has received from such class member or his or her representative the fully executed Release of Claims attached hereto as Exhibit N-1. With regard to any claimant who the Company elects to provide in-lieu payment, instead of instatement pursuant to Section 410(b)(4), the Company shall not be required to provide that claimant with the in-lieu payment unless the Company has received the fully executed In-Lieu Release attached hereto as Exhibit P-1.

E. The Company shall permit the Commission to oversee both the mailing of releases to qualified claimants and the mailing of payment.

SECTION 409. Monetary Relief for Grocery Department Manager Trainee Claimants.

A. The Company agrees to pay each Black or Female grocery manager claimant his/her pro rata share (subject to the cap set forth in Section 409(B), below, and the other conditions and limitations set forth in this Part 4) of the grocery trainee backpay monetary claim fund of \$245,000 (TWO HUNDRED FORTY FIVE THOUSAND DOLLARS) in full and complete settlement of the monetary claims of all such class members, who have been determined eligible for Grocery Department Manager Trainee relief pursuant to Section 408(A)-(D) and any other applicable limitations and requirements of this Decree. The grocery manager class includes

1. Qualified Grocery Department Manager Trainee Black claimants who applied on one or more occasions from January 1, 1987 to April 30, 1989.

2. Qualified Grocery Department Manager Trainee Female claimants (regardless of race or ethnicity) who applied on one or more occasions during the period January 1, 1987 to December 31, 1992.

B. Each eligible claimant, identified pursuant to Section 408(A) - (D), above shall be entitled to a maximum of \$7,000 (SEVEN THOUSAND DOLLARS) as monetary relief.

In the event that there are not enough eligible Female and Black claimants for Grocery Department Manager Trainee positions to fully expend the backpay fund designated for such Female and Black claimants, the remainder of such fund after the maximum permissible payments are made will be distributed to the qualified entry level claimants. If all qualified entry

level claimants are then fully compensated, any remaining funds will be distributed to the entities identified in Exhibit H.

C. To assure that the backpay fund can be expeditiously distributed to qualified claimants and yet retain sufficient funds to satisfy valid claims submitted on behalf of claimants who have "special circumstances" warranting delays in the review of their claims, \$10,000 will be reserved from the grocery trainee backpay fund. This reserve will not be initially distributed to the qualified grocery trainee claimants. After the "special circumstance" claims are resolved and payments, if any, have been made from the reserve, if the payments that have already been made to other qualified grocery trainee claimants did not reach the maximum allowable level, the balance, if any, of the reserve shall be distributed in the following manner:

Step 1 If the qualified grocery trainee claimants have not yet received the maximum payment allowable, each such claimant (including claimants who have "special circumstances") shall receive an additional equal payments from the balance of the reserve so long as that additional payment (before withholding) is \$100 or more.

Step 2 If the balance is not sufficient to permit additional equal payments of \$100 or more to each such qualified grocery trainee claimant, the entire balance will be distributed to the entity fund whether or not the qualified claimants have received the maximum payment permissible pursuant to B, above.

In the event that either of the reserve balances is distributed to qualified claimants, if any of the distribution checks are not timely presented for payment or cannot be distributed because the claimant has not updated his or her address, these monies shall be distributed to the entity fund.

SECTION 410. Future Employment Opportunities for Class Members.

A. Entry Level Jobs.

1. Subject to the limitations and conditions set forth in this Section 410(A) and Section 412 and the Company's rights in Subsection 4, below, to elect to provide in-lieu payments instead of instatement relief, the Company will make available employment opportunities to Entry Level Job claimants who are determined to be eligible for relief pursuant to Sections 405 and 407 and any other applicable limitations and requirements of this Decree. The Parties agree that providing these employment opportunities to such claimants is intended solely to remediate alleged discrimination against the identified individuals, which allegation the Company denies as set forth in Section 102, above.

2. With respect to claimants who are qualified and determined to be eligible for instatement relief under the criteria and procedures set forth in Part 4 of this Agreement ("Employment Eligible Entry Level Class Members"), and have not been provided in-lieu payments pursuant to Subsection 4, below, the Company will place their names on a preferential hiring list for employment with the Company in part-time Entry Level Jobs, subject to the following terms and conditions.

3. Each Employment Eligible Entry Level Class Member must have indicated on his/her Claim Form (Exhibit D) at least two (2) Stores at which he/she is willing to accept employment and the classifications for which he/she currently seeks employment. The current employment preferences do not have to be identical to the employment preferences that this person stated in his/her application form giving rise to his or her claim but must be limited to entry level jobs.

4. In the event that the Company in its sole discretion elects to provide front pay compensation (hereinafter "in lieu" payment) to any such claimant, it will be subject to the following requirements and limitations:

(i) the Company must provide compensation to the applicant in lieu of instatement relief in the amount of \$500.00 which shall extinguish and fully satisfy such claimant's rights under this Decree to instatement relief and/or front pay in lieu of instatement relief;

(ii) the Company shall determine the applicable law as regards withholding;

(iii) the Company will notify any claimant with respect to whom the Company elects to provide such compensation that, in addition to the monetary relief to which he/she is entitled pursuant to Section 407, the claimant will receive such additional compensation to resolve the contest regarding instatement relief; such written notification, in the form attached hereto as Exhibit P, will be accompanied by the Company's check in the amount of \$500.00;

(iv) any such claimant shall also be entitled to backpay relief in the amount set forth in the Decree;

(v) the compensation provided by the Company represents a charge to the Company over and above any amount paid to this and other claimants and to the entities from the backpay monetary fund;

(vi) the Company's HR Dept. shall not make reference in its personnel records to the fact that it has chosen to make this payment in lieu of hiring nor shall it advise any third party inquirer of this decision. A third party inquirer includes, but is not limited to, anyone

making a request for a character and/or employment reference from the Company regarding this applicant;

(vii) if any in lieu payments are provided to claimants who are not instated, they must be offered to claimants who will not be instated in the order of their date of initial application during the Section 201(J) time periods to assure that the claimant who applied on the earliest date, if not offered instatement, receives an in lieu payment earlier than does any other claimant who applied later but is not instated;

(viii) similarly, when job offers are made to claimants to satisfy instatement responsibilities, these offers must be made by each Store to class members seeking instatement at that Store on the basis of qualified claimants' earliest date of initial application to assure that claimants who had applied earlier than others are afforded the earliest opportunities to be hired;

(ix) in order to implement hiring prioritization based on earliest date of initial application, each Store must maintain ready access to the necessary portions of the database/spreadsheet set forth at Section 302(A)(2)(g) so that it can immediately determine the Section 201(J) rank order of each class member who has stated an interest in being hired by that Store in a covered entry level position; and

(x) in maintaining a record of its compliance with these instatement protocols, on a store by store basis, the Company will note the specific Section 201(J) rank order for each claimant to whom instatement was offered or an in lieu payment made.

B. Grocery Department Manager Trainee Positions.

1. Subject to the limitations and conditions set forth in this Section 410(B) and Section 412 and the Company's rights in Subsection 4, below, to elect to provide in-lieu payment instead of instatement relief, the Company will make available the following employment opportunities to qualified Grocery Department Manager Trainee claimants who have requested employment relief and have been determined to be eligible for relief pursuant to Sections 408 and 409 and any other applicable limitation and requirements of this Decree ("Employment Eligible Grocery Department Manager Trainee Class Members"). The Parties agree that providing such employment opportunities to such claimants is intended to remediate alleged discrimination against the identified individuals, which allegations the Company denies as set forth in Section 102, above.

2. The Company will place the names of such Employment Eligible Grocery Department Manager Trainee Class Members on a preferential hiring list for possible employment with the Company, subject to the following terms and conditions.

3. Each Employment Eligible Grocery Department Manager Trainee Class Member must have indicated on his/her Claim Form that he/she wishes to be considered for employment in the Grocery Department Manager Trainee Program and that he/she will accept assignment to any of the Company's Stores listed in Exhibit F if he/she is accepted into the training program.

4. In the event that the Company has determined pursuant to Section 408(C) that a claimant is not eligible for relief of any kind and the Commission has provided notice to the Company of its disagreement with such determination, the Company either may invoke the Dispute Resolution Procedure (Section 501) in a timely manner or, in its sole discretion, may elect to provide front pay compensation (hereinafter "in-lieu" payment) to any such claimant, subject to the following requirements and limitations:

(i) the Company must provide additional compensation in lieu of instatement to such claimant in the amount of \$1,500.00 which shall extinguish and fully satisfy such claimant's rights under this Decree to instatement relief and/or front pay in lieu of instatement relief;

(ii) By making in-lieu payments, the Company can extinguish its requirement to hire up to no more than 50% of the Grocery Department Manager Trainee positions set forth in Exhibit GG as to both Black and Female applicants;

(iii) the in-lieu compensation provided by the Company represents a charge to the Company over and above all amounts paid to this and other claimants and to the entities from the backpay monetary fund;

(iv) the Company will notify any claimant with respect to whom the Company elects to provide such additional compensation in lieu of instatement relief that, in addition to the backpay monetary relief to which he/she is entitled pursuant to Section 409, the claimant will receive such additional compensation in lieu of instatement relief; such written notification, in the form attached as Exhibit P-1 will be accompanied by the Company's check in the amount of \$1,500.00;

(v) any such claimant shall also be entitled to backpay relief pursuant to this Decree;

(vi) the compensation will be subject to federal income tax and FICA withholding; and

(vii) the Company's HR Dept. shall not make reference in its personnel records to the fact that it has chosen to make this payment in lieu of hiring nor shall it advise any third party inquirer of this decision. A third party inquirer includes, but is not limited to, anyone

making a request for a character and/or employment reference from the Company regarding this applicant.

In the event that the application of the 50% factor contained in subparagraph (ii) above, does not result in an even number of claimants, such number will be rounded up to the next whole number so that an additional claimant can, if the Company so elects, be provided in lieu payment instead of instatement.

C. Timing of Job Offers.

The Parties recognize that the Company's employment and management training needs are dynamic and difficult to predict. In order to facilitate the employment opportunities discussed in Section 410(A) and (B), above, while avoiding disruption of the Company's operations and hiring requirements, it is agreed that the following procedure will be used:

1. With respect to the preferential hiring list for Employment Eligible Entry Level Job Class Members, the Company will prepare for each Store, by job classification, a list of such class members who have stated a desire to be employed at that Store in that classification. Job offers will be extended to persons on such preferential lists as job openings in such classifications occur at the Store on a rotating basis, as follows: the Store hiring officials may fill vacancies in such classifications from external sources or by transfers of employees but will supplement its normal hiring/transfer procedure by offering employment to such class members from the preferential hiring list or lists relating to each such classification no less often than three (3) out of every five (5) vacancies. In the event that there are two or more lists of Employment Eligible Entry Level Class Members for a classification at a Store, e.g., Black class member, Hispanic class member and Female (regardless of race or ethnicity) class member for the Sacker classification, the Store hiring officials will alternate among such lists so as approximately to equalize the employment opportunities among such classes, e.g., two normal hires, one Black preferential hire, one Hispanic preferential hire, one Female preferential hire; one Hispanic hire, two normal hires, one Female hire, one Black hire, etc. For the purposes of fulfilling hiring obligations pursuant to this Decree, a Black Female, a Hispanic Female or a White Female is counted as just one person. In choosing to instate a Female, the Company may elect to instate a Black, Hispanic or other Female, using its customary, non-discriminatory assessment.

2. With respect to the preferential hiring list of Employment Eligible Grocery Department Manager Trainee Class Members, the HR Dept. will maintain a single list of Black class members and a single list of Female class members. The HR Dept. will extend job offers/promotions to persons on the list on a rotating basis, as follows: the Company may admit by employment or promotion persons into the Grocery Department Management Trainee Program pursuant to its normal procedures, but will supplement such procedure by offering admission to class members on the preferential hiring list or lists no less often than three (3) out of every five (5) admissions to the trainee program. In the event that there are two lists of Employment

Eligible Grocery Department Manager Trainee Class Members, i.e., Black class members and Female class members, the HR Dept. will alternate among such classes; e.g., rotation (a) two non-class admissions, one Black male class member, one Female class member of any race, one Black male class member; two non-class admissions, one Female class member of any race, two Black class members, etc. For the purposes of fulfilling hiring obligations pursuant to this Decree, a Black Female, a Hispanic Female, White Female, or other Female is counted as just one person. In choosing to instate a Female, the Company may elect to instate a Black, Hispanic, White or other Female, using its customary, non-discriminatory assessment.

3. In the event that an internal Grocery Department Manager Trainee Class Member on either preferential hiring list resigns or is terminated for cause prior to the time that he/she is offered a position pursuant to this Section 410, he/she will be removed from the list and will not be entitled to instatement relief of any kind under this Decree.

4. When the Company offers employment to a class member on any such preferential hiring list, the Store hiring official or HR Dept. representative (as the case may be) will telephone the class member at the telephone number(s) provided on the Claim Form. If the class member does not complete the hiring/promotion process within five (5) working days or if the class member states that he/she is no longer interested in the position, the Company will confirm this fact in writing to the class member and his/her name will be removed from the list and he/she will not be entitled to instatement relief of any kind under this Decree. If such a class member contacts either the Company or the Commission and claims that he/she did appear or did not say he/she is no longer interested, the Commission may invoke its right to review by following the procedure set forth within.

5. The Store hiring officials or the HR Dept., as the case may be, may select, based on any considerations they/it deem relevant in their/its sole discretion, class members for employment from such preferential hiring lists and need not select class members from any such list in the order they are listed or on any other prescribed basis except as set forth in this Decree.

SECTION 411. Limitation on Relief to Multi-Class Members.

In the event that an individual claimant (i) applied for employment on more than one occasion, (ii) applied for employment in more than one job classification, e.g., a qualified Black applicant applied for both a Sacker and a Checker position, and/or (iii) is a member of more than one protected class, e.g., Black Female applied for a Sacker position in 1989 and is thus eligible for relief as a member of the Black Sacker pool in 1989 and in the Female Sacker pool in 1989 (see Section 201J), he/she shall be entitled to consideration for monetary and employment relief with respect to only one application and only one classification and as a member of only one protected class. Though he or she shall be limited to compensation for only one application, he or she shall not be disqualified unless none of his or her applications warrant qualification for

either backpay compensation and/or instatement. It is the intent of this Section that any such individual (assuming that he/she is otherwise eligible for relief pursuant to the terms of Part 4) shall be entitled to participate in only one claimant pool identified in Section 201J, e.g., Black applicant for Sacker in 1989. In the event that an applicant for an Entry Level Job is a member of more than one protected class because of (i) her race or ethnicity and (ii) her gender, e.g., a Black Female, such individual will be considered to be a member of the class relating to her race or ethnicity, if she would qualify for membership in a claimant pool (see Section 201J) on that basis, for the purpose of determining her instatement priority. In the event that an applicant for a Grocery Department Manager Trainee Job is a member of more than one protected class because of (i) her race or ethnicity and (ii) her gender, e.g., a Black Female, such individual will be considered to be a member of the class relating to her gender if she would qualify for membership in a claimant pool (see Section 201J) on that basis, for the purpose of determining her instatement priority.

SECTION 412. Limitation of Employment Relief to Total Shortfall.

Notwithstanding any provision of this Decree to the contrary, the following principles limit the Company's obligations under the Decree to offer instatement relief to or to hire persons who have been determined to be qualified and eligible for instatement relief under this Decree:

1. In no event will the Company be obligated under this Decree to offer instatement relief to or to hire any class member (Black, Hispanic or Female) in any Entry Level Job or Grocery Department Manager Trainee position in excess of the applicable shortfall number (for all years) appearing on Exhibit GG ("Maximum Numerical Instatement Relief Obligation") for the applicable job or position and class. For example, the applicable Maximum Numerical Instatement Relief Obligation for Black Checker positions is 523.

2. Reserved.

3. Instatement relief will be available only to class members who made application for the specific jobs included within the definition of Entry Level Jobs and for the Grocery Department Manager Trainee positions during a year that there was a shortfall for the class member's class. Thus, a Black male applicant for a Grocery Department Manager Trainee position who applied only in 1991 is not eligible for instatement relief (or back-pay relief for that matter) under the Decree.

4. If the Company elects to provide "in-lieu" payment to any claimant, such election and payment will count for purposes of satisfying the applicable Maximum Numerical Instatement Relief Obligation under Section 410, Section 412, Exhibit GG and otherwise under this Decree, as if that claimant had been offered instatement relief, accepted the offer and actually commenced employment, provided, however that in-lieu payments can extinguish no more than

50% (rounded up to the next full number, if applicable) of the total Maximum Numerical Instatement Relief Obligation as to Grocery Department Manager Trainees.

5. For purposes of satisfying the applicable Maximum Numerical Instatement Relief Obligation, an offer by the Company to employ an Employment Eligible Entry Level Class Member or an Employment Eligible Grocery Department Manager Trainee Class Member shall count as if such class member had been offered and accepted instatement relief and actually commenced employment only if that class member accepts the offer, whether or not he/she actually commences employment.

6. If an Entry Level Job class member qualifies for relief based on his or her class membership and application for one job within the Entry Level Job definition (the "initial job interest") but requests, qualifies for and is offered instatement relief in a different job within that definition (the "final job interest"), the Company can elect, in its sole discretion, to count that class member against the Maximum Numerical Instatement Relief Obligation applicable to the initial job interest if this Decree does not identify a shortfall for the position selected by the class member. If the Company elects to instate a class member in a job for which the Maximum Numerical Instatement Relief Obligation has already been met, the Company may count that class member against the Maximum Numerical Instatement Relief Obligation applicable to another job so long as the Maximum Numerical Instatement Relief Obligation has not been met and the job is one for which claimants of this particular class member's race, national origin or sex are eligible. Subject to Section 303E, nothing in this Subsection 6 or any other provision of this Decree shall obligate the Company to consider any claimant for instatement in a job other than one with respect to which the claimant qualifies as an Employment Eligible Entry Level Class Member.

7. If the Maximum Numerical Instatement Relief (MNIR) Obligation is not achieved due to the number of claimants who are determined to be qualified and/or eligible for relief, the number of claimants who elect to seek instatement relief, or the number of claimants to whom the Company elects to provide "in-lieu" payment (subject to the limitation on the number of such elections in Section 410 and this Section), or any combination of the above or other factors or conditions, which are not expressly prohibited by this Decree, these circumstances, factors and/or conditions shall not increase, continue beyond the otherwise applicable expiration date or otherwise adversely affect in any way the Company's obligations under this Decree. If the Company has not met its MNIR obligation for any other reason by the expiration date, that obligation continues after the expiration date until fulfilled.

SECTION 413. Publicity.

The Commission's Office of General Counsel, and the Company agree to limit publicity regarding the fact of this Charge and its judicial resolution to the statements contained in a Press Release set forth as Exhibit R. The foregoing limitation shall not be construed to impede either

party from making any factual statement to claimants, their legal representatives, third party contractors, or court personnel involved in any substantial and legitimate fashion with the proposed promulgation, entry, modification or enforcement of this Decree or to prevent the Commission from providing copies of Exhibits AA, AA.1, D, E, F, and R to community organizations pursuant to Section 403(B) and explaining to those organizations the tasks that they are being asked to undertake and the general procedures entailed in claims administration. Nor shall the foregoing be construed to impede OGC and the Company from responding to inquiries from the media or public by providing information consistent with the press release and/or the terms of this Decree.

SECTION 414. Extension of Time Limits Due to Good Cause.

In various sections of this Decree the Parties are required to take certain actions within certain designated time periods. The party whose action is limited thereby must comply with the stated time period, unless that party has good cause for requesting an extension of time. In such event, the party wishing to extend the time period must, not less than seven (7) calendar days prior to the expiration of the applicable time period, notify the other party in writing of (i) the date by which such action will be taken and (ii) the asserted good cause that supposedly justifies such extension. If the party who receives such notice wishes to challenge the existence of good cause or the reasonableness of the extension, it may invoke the Dispute Resolution Procedure in Section 501. In the event that the Commission's office is furloughed during any period of time when it has undertaken to perform activities pursuant to this Decree, the notification requirement is waived and the period of time allotted herein for its performance is extended past the date that the office re-opens by a length of time equivalent to the period of time in the Decree allotted for its performance.

PART 5

DISPUTE RESOLUTION

SECTION 501. Dispute Resolution Procedure.

In the event that any dispute arises between the Parties regarding the interpretation or application of this Decree or any provision thereof and the Decree does not provide for its unilateral resolution by one of the parties, the party claiming a dispute (hereinafter "Aggrieved Party") shall notify the other party (hereinafter "Respondent") in writing of the nature of the disputed matter, the provision of the Decree to which it relates and the factual details forming the basis of such dispute. The parties agree that either party has the right to invoke these Dispute Resolution Procedures with respect to any such disputed matter, at any time, even though the designated part, section or subsection of the Decree may not expressly authorize the use of such

procedures. In any instance wherein a dispute arises, the Respondent shall have thirty (30) days from receipt of the written notice to investigate, correct or refute the position of the Aggrieved Party, or cure the alleged breach or accept the interpretation or contention of the Aggrieved Party. If the Aggrieved Party is not satisfied with the cure, prior to the commencement of an action for breach of this Decree pursuant to Section 106, the parties shall meet and confer in a joint effort to resolve the dispute. In the event a party does not make itself available for a meeting within a week of notice that a satisfactory cure has not been offered, the meeting requirement is waived. All such meetings shall be scheduled at a locale chosen by mutual agreement of the parties. The thirty (30) day period may be extended by written consent of the parties, which consent shall not be unreasonably withheld if the extension is fifteen (15) days or less. Resort to any of these procedures will not justify the suspension of any other obligation under this Decree. With respect to any such dispute, if the Respondent or the Aggrieved Party determines that, for practical or other reasons, it is more expedient to comply with the other party's position but nevertheless wishes to obtain a judicial determination with respect to the disputed issue, such party may notify the other party that it will accept the other party's position "under protest" and that such party intends to seek judicial relief pursuant to the terms of this Decree. The Commission's share of all reasonable costs and fees of any neutral, mediator or master appointed by the Court pursuant to this Section 501, shall be paid by the Company. Proof of timely payment shall be routinely provided to the Commission by the Company.

SECTION 502. Access to Claim Forms.

In order to determine whether the Commission has properly determined that a claimant is eligible for relief, the Commission will allow the Company, upon its request and at its expense, access to the Claim Forms submitted by claimants and will provide to the Company an explanation of the basis for the Commission's determination with respect to any such claimant.

SECTION 503. Limitation on Relief Available Under This Decree.

In no event shall any claimant or class member, under any circumstance, be entitled to costs, attorneys' fees or any other type of relief, other than the relief provided for in this Decree.

In the event that the Company, the Commission or one or more claimants or class members seeks judicial relief as a result of an alleged breach by the Company of this Decree, the Company, the Commission and/or any such claimants' and/or class members' relief from the Court shall not go beyond the remedies and relief granted by this Decree, as such remedies and relief are limited and qualified by the terms of this Decree.

PART 6

AGREEMENT CONCERNING THIRD PARTIES

SECTION 601. Rights to Sue.

Unless so ordered by the Court, the Commission agrees that it will not issue a right to sue letter based on the Charge.

SECTION 602. Nondisclosure of Investigative File.

In recognition of the facts that until this Decree is dissolved, this is an ongoing enforcement proceeding within the meaning of 5 U.S.C. 552 (FOIA) and that any affidavits or other evidence included in the investigative files related to Charge No. 330-89-1174 and this litigation were compiled for law enforcement purposes, it is agreed that requests for disclosure of these affidavits and all other investigative materials in the file will be denied pursuant to FOIA Exemptions 5 and 7(a), 5 U.S.C. § 552(b)(5) and (7)(a). The Commission will also deny disclosure of requested documents consistent with Title VII, 42 USC 2000e(5). The Commission will advise the Company within ten (10) working days of receipt whenever a requestor appeals from a denial of his or her request for disclosure of information of the types noted above.

PART 7

ENTIRE AGREEMENT

SECTION 701.

Each of the Parties to this Decree expressly acknowledges that this Decree was the product of open and frank negotiations of all subjects deemed to be pertinent to the captioned charge, the findings of the Commission related thereto and the remedial issues associated therewith. Other than as reflected herein, no other representations, inducements or promises have been made by either party to the other with respect to the subject matter of this Decree. Accordingly, the written provisions of this Decree and all exhibits and attachments thereto represent the complete understanding of the Parties and sole source of their obligations with respect to the subject matter of this Decree.

PART 8

MISCELLANEOUS

SECTION 801.

A Declaration pursuant to 28 U.S.C. 1746 may be substituted in every instance in which a sworn statement or affidavit or release is requested or required by the terms of this Decree and any exhibits hereto. The Declaration will have the same force and effect as a sworn statement.

SECTION 802.

If anyone provides a Declaration or sworn statement that he or she represents an incapacitated claimant, the representative may participate in the claims application process and, if the claimant is qualified, the resultant backpay award, shall be distributed to the representative subject to the representative's sworn assertion (or Declaration) to use the award for the benefit of the class member if he or she survives or, if deceased, that the award shall be disbursed to the lawful heir(s), successor(s) and/or assignee(s).

SECTION 803. Notice.

All documents required to be forwarded to the Parties or their counsel shall be mailed, delivered or telefaxed to counsel at the addresses shown below:

Jim Sacher
Regional Attorney
Houston District Office
Equal Employment Opportunity Commission
1919 Smith Street, 7th Floor
Houston, Texas 77002
(713) 209-3401
(713) 209-3402 (Telefax)

ATTORNEY FOR THE COMMISSION

James V. Carroll, III
Littler, Mendelson, Fastiff, Tichy & Mathiason
Chevron Tower, Suite 3300
1301 McKinney Street
Houston, Texas 77010
(713) 652-4700
(713) 951-9212 (Telefax)

ATTORNEY FOR THE COMPANY

PART 9

EXECUTION AND AUTHORITY TO ACT

SECTION 901.

The date that the Decree was executed by the Court is the effective date of the Decree.

SECTION 902.

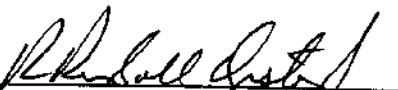
This Decree shall not be effective until such time as it is signed by authorized representatives of both the Commission and the Company, and entered by the Court. The Commission and the Company warrant and represent to each other that the persons signing this Decree are fully authorized to act and sign this Decree on behalf of the respective parties, Randall's Food & Drugs, Inc. and the Equal Employment Opportunity Commission.

SECTION 903.

This Decree may be executed in one or more counterparts, all of which together shall constitute one instrument.

RANDALL'S FOOD & DRUGS, INC.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: 

By: 

Title: President & CEO

Title: Regional Attorney

Date: May 21, 1997

Date: May 21, 1997

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION §

Plaintiff, §

V. §

RANDALLS FOOD & DRUGS, INC. §
Defendant. §

CIVIL ACTION NO. H-97-1798

EXHIBITS

- A. Summary of Findings.
- B. Members of Classes
- C. Application Form
- D. Claim Form I Entry Level Jobs
- D.1 Personalized Claim Form-Entry Level Jobs
- E. Claim Form II Grocery Department Manager Trainee
- F. Map and List of Stores
- G. Notice of Non-Discrimination
- H. Identification of Entities
- I. Form of Envelope
- J. Notice to Community Organizations Letter
- K. Notice to Unidentified Classmembers*

* To be provided

- L. Subclass Claimant Relief
- M. Letter to Claimant
- M.1 Letter to Claimant (when there is no application on file)
- N. Release of Claim, Entry Level Jobs
- N.1 Release of Claim, Grocery Department Manager Trainee
- N.2 Release of Claim, Entry Level Jobs
- N.4 Release of Claim, Grocery Department Manager Trainee (including in-lieu payment)
- O. Notice of Disqualification, Entry Level
- O.1 Notice of Disqualification, Grocery Department Manager Trainee*
- P. Form of In-Lieu Release*
- P.1 Form of In-Lieu Release - Grocery Department Manager Trainee*
- Q. Notice of Contest*
- R. Form of Press Release
- S. Instatement Relief Report
- T. Third Party Review*
- U. Acknowledgment Form
- U.1 Acknowledgment Form for Grocery Department Manager Trainee
- U.2 Acknowledgment Form for Multiple Claims
- V. Address Update Form
- V.1 Address Update Form (When a Claimant is Deceased or Incapacitated)
- W. List of Supplies

*** To be provided**

- X. List of Database/Spreadsheet Reports
- Y. Form of Recording Information Regarding Applicants*
- Z. Content of Progress Reports
- AA. Standard Claims Package Sent to Entry Level Class Members (Includes Exhibits D or D-1, F, I, M and V)
- AA.1 Standard Claims Package Sent to Grocery Department Manager Trainee Class Members (Includes Exhibits E or E-1, F, I, M-2 and V-1)
- BB. Personalized Claim Form
- BB.1 Personalized Claim Form - Grocery Manager
- CC. Identity of Third Party Contractor(s) (Name, Address, Telephone and Fax Numbers, Contact Persons)
- DD. List of Community Organizations & State Employment Agencies
- EE. Notice of Qualification*
- EE.1 Notice of Qualification - Grocery Department*
- FF. Notice to Grocery Department Manager Trainee of Employment Rejection*
- GG. Missed Opportunities Chart

*** To be provided**

SUMMARY OF COMMISSION FINDINGS

- A. The United States Equal Employment Opportunity Commission ("Commission") found reasonable cause to believe that Respondent Randall's Food & Drugs, Inc. ("Randall's") intentionally engaged in a pattern of unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII") in the following ways:
1. Failing to hire Blacks, Hispanics and females into certain entry level job positions;
 2. Maintaining employment practices and policies which discriminatorily affect the terms and conditions of employment for Blacks and females, and which discriminatorily limit employment opportunities of Blacks;
 3. Maintaining segregated job classifications on the basis of sex (*i.e.*, stockers, clean-up crews, meat cutters and wrappers);
 4. Maintaining segregated job classifications on the basis of national origin, (*i.e.*, meat clean-up, bakery clean-up and floor crew);
 5. Failing to select Blacks and females for its Grocery Department Management Trainee Program; and
 6. Failing to maintain or retain employment records as required by Section 709(c) of Title VII and by the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. Section 1607 (1978).
- B. The Commission also found that Randall's did not intentionally engage in a pattern of unlawful employment practices in violation of Title VII in the following instances:
1. The Commission found no reasonable cause to believe that Randall's engaged in a recruitment violation by failing to recruit Blacks, Hispanics, and females for entry level jobs because of their race, national origin, and sex, respectively;
 2. The Commission found no reasonable cause to believe that Randall's engaged in a discharge violation by discharging Blacks and Hispanics from their jobs because of their race and national origin, respectively; and
 3. The Commission found no reasonable cause to believe that Randall's discriminated against Blacks, Hispanics, and females with regard to benefits because of their race, national origin, and sex, respectively.
- C. The Commission did not have a basis for finding reasonable cause to believe that any such violations continued beyond 12/31/92 and it believes that such violations did not continue beyond that date.

ALL MEMBERS OF CLASSES
(Section 201J)

Members of the class of claimants are those persons described in one or more of the categories below. Classmembers who do not meet the job qualifications as specified in the Consent Decree will not be entitled to relief.

- I. Blacks who applied for jobs with Randall's and were not hired or offered jobs:
 - A. Entry Level Jobs
 1. Blacks who applied with Randall's for any one of the following jobs between January 1, 1988 and December 31, 1992: Checker, Sacker, Produce Clerk, Food Clerk, or Non-Food Clerk jobs.
 2. Blacks who applied with Randall's for a Stocker job between January 1, 1988 and December 31, 1992 and at one of the following stores: No. 1; No. 15; No. 21; No. 26; and No. 34.
 - B. Grocery Department Manager Trainee Jobs
 1. Blacks who applied for Randall's Grocery Department Manager Trainee Program from January 1, 1987 to April 30, 1989.
- II. Females who applied for jobs with Randall's and were not hired or offered jobs:
 - A. Entry Level Jobs
 1. Females who applied with Randall's for any one of the following jobs between January 1, 1988 and December 31, 1992: Sacker, Stocker, or Produce Clerk.
 - B. Grocery Department Manager Trainee Jobs
 1. Females who applied for Randall's Grocery Department Manager Trainee Program from January 1, 1987 to December 31, 1992.

II. Hispanics who applied for jobs with Randall's and were not hired or offered jobs:

A. Entry Level Jobs

1. Hispanics who applied with Randall's for any one of the following jobs between January 1, 1988 and December 31, 1992: Checker, Sacker, Stocker, or Non-Food Clerk jobs.

STORE # _____

Randalls**Tom Thumb****Simon David**FOR OFFICE USE ONLY
APPLICATION # _____**APPLICATION FOR EMPLOYMENT**

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

The Civil Rights Act of 1964 and other legislation prohibits discrimination because of race, color, sex, religion, national origin, age or disability.

For those with a disability, if you need a reasonable accommodation in connection with the testing/hiring, please make this known to the interviewer.

PLEASE PRINT CLEARLY

APPLICANT SUMMARY

APPLICANT NAME _____ APPLICATION DATE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

HOME PHONE _____ WORK PHONE _____

May we contact you at work?

SOCIAL SECURITY # _____

☐ YES ☐ NO

Some positions require you to be 18 years of age or older. Are you at least 18?

☐ YES ☐ NO If you are not 18 years of age or older, please give your age _____**EMPLOYMENT DATA**Are you seeking ☐ Temporary ☐ Full time ☐ Part time Desired location _____

What posted position(s) are you applying for? (In order of preference):

1. _____ 2. _____ 3. _____

Experience: _____

If you are applying for a position in the store, or at a distribution center, please answer the following questions.

Our stores are open Sunday through Saturday. Please indicate any shift(s) you **would not** be available to work: _____Are you related to anyone who is now employed by Randalls or Tom Thumb? ☐ Yes ☐ No

If yes, who? _____ Works where? _____ Relationship _____

List friends working for us: _____

Have you applied at another Randalls or Tom Thumb location within the last 6 months? ☐ Yes ☐ NoHave you ever worked for Randalls or Tom Thumb before? ☐ Yes ☐ No Name used _____

If yes, when? From _____ to _____ Give location and dept. _____

Do you have the legal right to work in the U.S.? ☐ Yes ☐ NoIf yes, are you prepared to present proper documentation? ☐ Yes ☐ NoIf hired, do you have a means of transportation to get to work? ☐ Yes ☐ No

How did you find out about this job? _____

EMPLOYMENT HISTORY

FROM (Mo. & Yr.)	Name	Your Title
TO (Mo. & Yr.)	Address	Main Duties
Start Position	City & State	Zip Code
End Position	Immediate Supervisor's Name	REASON FOR LEAVING: <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary Discharge
Start Salary	WHAT DID YOU LIKE MOST ABOUT THIS JOB?	
End Salary	WHAT DID YOU LIKE LEAST ABOUT THIS JOB?	
FROM (Mo. & Yr.)	Name	Your Title
TO (Mo. & Yr.)	Address	Main Duties
Start Position	City & State	Zip Code
End Position	Immediate Supervisor's Name	REASON FOR LEAVING: <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary Discharge
Start Salary	WHAT DID YOU LIKE MOST ABOUT THIS JOB?	
End Salary	WHAT DID YOU LIKE LEAST ABOUT THIS JOB?	

EXHIBIT C

FROM (Mo. & Yr.)	Name	Your Title
TO (Mo. & Yr.)	Address	Main Duties
Start Position	City & State	Zip Code
End Position	Immediate Supervisor's Name	REASON FOR LEAVING: <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary Discharge
Start Salary	EXPLAIN:	
End Salary	WHAT DID YOU LIKE MOST ABOUT THIS JOB?	
FROM (Mo. & Yr.)	Name	Your Title
TO (Mo. & Yr.)	Address	Main Duties
Start Position	City & State	Zip Code
End Position	Immediate Supervisor's Name	REASON FOR LEAVING: <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary Discharge
Start Salary	EXPLAIN:	
End Salary	WHAT DID YOU LIKE MOST ABOUT THIS JOB?	
FROM (Mo. & Yr.)	Name	Your Title
TO (Mo. & Yr.)	Address	Main Duties
Start Position	City & State	Zip Code
End Position	Immediate Supervisor's Name	REASON FOR LEAVING: <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary Discharge
Start Salary	EXPLAIN:	
End Salary	WHAT DID YOU LIKE MOST ABOUT THIS JOB?	

May we contact the employers listed above? ☐ Yes ☐ If not, tell us which one(s) you do not wish us to contact and why.

EDUCATION

SCHOOL NAME BEGIN WITH HIGH SCHOOL	GRADUATION DATE OR ESTIMATED GRADUATION DATE	CURRENT CLASS (i.e. Sr., Jr., etc.)	MAJOR (if applicable)	GPA

If currently in high school, are you enrolled in a recognized coop program: (such as D.E., C.V.A., V.O.E.) ☐ Yes ☐ No

If yes, identify program and school

TRAINING & DEVELOPMENT, SKILLS DATA & LICENSES

SKILL	YEARS EXPERIENCE	SKILL LAST USED

MILITARY SERVICE

Are you a veteran? ☐ Yes ☐ No

Special skills or training:

Our money handling and security policies require that we ask if you have ever pled guilty to, pled no contest or no lo contendre, or been convicted of a criminal offense other than a minor traffic offense.

☐ Yes ☐ No.

If yes, state the nature of the offense and disposition of the case. Include dates and places. Note: Felony convictions or the existence of a criminal record does not constitute an automatic bar to employment:

AGREEMENT

Employment at Randalls or Tom Thumb is on an at-will basis. This means that an associate has the right to resign his or her position at any time for any reason, with or without cause, and it also means that Randalls or Tom Thumb has the right to discharge any associate at any time, with or without cause. Managers or supervisors do not have the authority to enter into any contract or agreement, either expressed or implied, with an associate which would in any way alter the at-will basis of employment.

NOTICE: A SET OF JOB DESCRIPTIONS ARE AVAILABLE FOR EACH POSITION AND MAY BE OBTAINED FROM THE INTERVIEWER.

ACKNOWLEDGEMENT: I have read or understand the job description for this position. I understand the qualifications and requirements of the job. I also understand that I need to successfully complete the interviewing process and the testing requirements for this position. I agree, if I am made a job offer, to submit to a substance abuse test and/or job-related physical assessment according to Randalls or Tom Thumb company policies. I certify that all the information provided by me in this application is true and complete, and I understand that any misstatement, falsification, or omission of information is grounds for refusal to hire or if hired, termination.

I authorize any of the persons or organizations referenced in this application to give you any and all information concerning my previous employment, education, and a credit check where applicable, or any other information with regard to any of the subjects covered by this application and I release all such parties from all liability from any damages which may result from furnishing such information to you.

I authorize you to request, receive and verify all information given on this application.



Your application is not complete and will not be considered until you participate in an interview with a hiring official. It is **your responsibility** to contact the appropriate person at this location for an interview. Please ask about the opportunity for an immediate interview or how to make an appointment for a future interview.

Applicant's
Signature _____

Date _____

**CHECK OVER THE FOREGOING APPLICATION,
BE SURE IT IS COMPLETED AND SIGNED,
AND RETURN IT TO INTERVIEWER.**

INTERVIEWER ONLY
INTERVIEW RESULTS

VACANCY #

INTERVIEW DATE

1. _____ Candidate **does not meet** the requirements for this position for the following reason(s): _____

☐ Essential qualifications for the position applied for. Describe deficiency: _____

☐ Can not work required hours or days for position applied for. Describe times when unavailable: _____

2. _____ Other

☐ Not a bona fide applicant without interview. ☐ Left application with receptionist

☐ Mailed application. ☐ Applied for job which is not posted. _____

3. _____ I feel this is a viable candidate for the position. I recommend further processing of this application.

4. Was job offer made? Yes ☐ No ☐ If not, why? _____

Applicant response: _____

5. Was applicant offered alternative job(s)? Yes ☐ No ☐ Why? _____

Which job(s)? _____

Applicant response: _____

Offer made by: _____ Hire date: _____

6. Other Comments: _____

Interviewer Name Printed _____

Signature _____

Date _____

TESTS REQUIRED*

TEST NAME	DATE	RESULTS
<input type="checkbox"/> PSI or PDI		Honesty _____ Violence _____ Drugs _____ Distortion _____ Accuracy _____ Math _____ <input type="checkbox"/> R <input type="checkbox"/> RT <input type="checkbox"/> QR <input type="checkbox"/> QT <input type="checkbox"/> NA
<input type="checkbox"/> Clerical		
<input type="checkbox"/> Ten Key		
<input type="checkbox"/> Typing		
<input type="checkbox"/> Interview with CPI Consultant or Security Interview		
<input type="checkbox"/> Personalysis		Adult R _____ Y _____ B _____ G _____ Parent R _____ Y _____ B _____ G _____ Child R _____ Y _____ B _____ G _____
<input type="checkbox"/> Physical Assessment		
<input type="checkbox"/> Substance Abuse		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Check all boxes that apply

CLAIM FORM

Randall's Food & Drugs, Inc. (the "Company") and the Equal Employment Opportunity Commission (the "Commission") have entered into a settlement agreement approved by the court which resolves a charge of employment discrimination made against the Company by the Commission. **Qualified individuals who applied for employment with Randall's in entry level part-time positions may receive money and job offers from Randall's.**

If you applied for a part-time job at a Randall's store¹ between January 1, 1988 and December 31, 1992 ("the relevant period"), and you are Black, Hispanic or Female, you may be entitled to payment of up to \$1,200.

Please read this form carefully, answer all the questions and mail the Claim Form to us in the enclosed envelope no later than _____.

This Agreement provides that Randall's will make payments to many people who applied for entry level part-time positions such as Cashiers, Checkers, Sackers, Stockers, Produce Clerks, Food Clerk, and Non-Food Clerk positions during the relevant period. Also, several thousand qualified people may be offered jobs at Randall's.

In order to be considered for any benefits under the terms of the Agreement, you must satisfy *each* of the following conditions:

- A. You must be a Black, Hispanic or Female (regardless of race or national origin) who completed a written employment application for an entry level part-time job listed in Attachment 1 during the relevant time period.
- B. You must not have been offered employment with the Company within four months of applying;
- C. You must have passed the PSI and/or Math Test if you were previously tested;
- D. You must have been qualified for the entry level part-time position for which you applied; and

If you applied for one of these jobs on more than one occasion between January 1, 1988 and December 31, 1992 time period, we will permit each of your applications to be a separate

¹This settlement covers the Houston Division of Randalls, which includes more than 40 supermarkets throughout Houston and the surrounding area. See page ____ of this form for a map of those stores with their addresses.

opportunity to be considered for benefits. Please make photocopies of this Claim Form and fill out a separate Claim Form for each separate time you applied to Randall's during the period.

If you feel you meet the above requirements, your claim will be considered if you fully complete this form and mail it to us by the date noted above. It is in your interest to complete and return your Claim Form quickly.

1. (a) Please list your:

(b) Full Name: _____
Last First Middle Initial

(c) Social Security Number: ____ / ____ / ____

We will file your personal Claim Form under your own social security number so it is very important to give us this number.

(d) Are you Black ____ Yes ____ No ____

(e) Are you Hispanic ____ Yes ____ No ____

(f) Are you Female ____ Yes ____ No ____

If you answered "no" to the last three questions, you cannot qualify for any benefits. In that case, please do not complete this Claim Form.

(g) Date of Birth: ____ / ____ / ____ (Month/Day/Year)

(h) Current Mailing Address:

Street: _____ Apt No. _____

City: _____ Zip Code: _____

(i) Current Home Telephone Number: (____) _____

Best hours to reach me at home: _____

Can we call you at work? ____ Yes ____ No ____

Current Work Telephone Number: (____) _____ Extension _____

Best hours to reach me at work: _____

If you have a second home telephone number, list it: () _____

If you have a home fax number, list it: () _____

Whenever your address or telephone number changes, you must inform us. The easiest way to tell us is to send us the Change of Address Form. (It is enclosed in this envelope.)

2. (a) Approximate Date of Your Original Employment Application:

- (b) Did you use a different name on Your Application? ____ Yes ____ No ____

If yes, what name did you use? _____

- (c) Store at Which You Completed the Application (see page ____ for a list and map of Randall's stores):

- (d) Position or Positions Applied For (check the ones for which you applied):

____ Checker ____ Food Clerk ____ Other (list below)

____ Non-Food Clerk ____ Sacker _____

____ Produce Clerk ____ Stocker _____

3. If you indicated in response to item 2(d) that you applied for "any" or "all" positions, you must now select at least TWO jobs that you think you wanted to apply for at that time. (See the entry level part-time positions identified on the attached list at page): _____

Job No. 1: _____

Job No. 2: _____

Job No. 3: _____

4. In order to be considered for a payment and/or a job, please answer all the following questions: **(Please try to answer these questions the way you think you answered them when you applied at Randall's.)**

- (a) Were you willing to accept part-time employment, which averaged around twenty (20) hours per week? ☐ Yes ☐ No ☐
- (b) Were you willing to work for the pay rate associated with the job that you applied for? (The list of jobs and pay rates is at page ____.)
☐ Yes ☐ No ☐
- (c) Were you willing to work on Saturdays, Sundays, and holidays?
☐ Yes ☐ No ☐. If "No," please provide reason _____
-
- (d) Did you have a reliable way to get to work at the Randall's to which you applied (such as a car, a bus, walking, etc.)? ☐ Yes ☐ No ☐
- (e) Did Randall's offer you a job within four months after you applied?
☐ Yes ☐ No ☐
- (f) Did you accept the job offer? ☐ Yes ☐ No ☐

NOTE: IF YOU WANT TO RECEIVE PAYMENT, YOU DO NOT HAVE TO REQUEST A JOB. IF YOU REQUEST A JOB AND IF THE COMMISSION BELIEVES THAT YOU ARE PROBABLY QUALIFIED FOR A PAYMENT, RANDALL'S WILL CONTACT YOU TO ARRANGE AN INTERVIEW. SUCCESSFUL COMPLETION OF THE INTERVIEWING PROCESS IS REQUIRED IN ORDER TO BE HIRED. IF YOU ARE NOT SUCCESSFUL IN OBTAINING A JOB AT RANDALL'S, YOU MAY STILL RECEIVE A PAYMENT.

5. Do you want a part-time entry level job at Randall's? ☐ Yes ☐ No ☐
Choose the job (or jobs) for which you want to apply. Check off the job(s) here:
- ☐ Checker ☐ Food Clerk
- ☐ Non-Food Clerk ☐ Sacker
- ☐ Produce Clerk ☐ Stocker
6. If you want a part-time job, select two (2) stores from the attached list at page ____ where you would like to work. List the address or store number for each of the stores where you want to work. (See page ____ for the store map and address list.)
1. Store Number: _____ 2. Store Number: _____

**YOU MUST LIST TWO STORE SELECTIONS ABOVE TO BE
CONSIDERED FOR EMPLOYMENT.**

7. Do you know anyone who applied for an entry level position at either Randall's Store 8 at 10902 North Freeway or Store 29 at 11021 Fuqua at any time during 1988 through 1990.

___ Yes ___ No ___

If yes, please provide their name, address and home and work telephone numbers.

8. If you applied to Randall's on two or more occasions, are you going to submit more than one Claim Form? ___ Yes ___ No ___

9. How many Claims Forms will you be sending to us in total, including this form?

10. Are all those completed Claims Forms enclosed with this one?

___ Yes ___ No ___

11. Please give us the name, full address and telephone numbers of a close relative or friend who we can contact if we lose touch with you:

Name

Street Address

City

Zip Code

(_____) _____

Telephone Number(s)

Is this person your

parent
friend

relativehusband/wife
co-worker

(Circle one.)

If you are qualified for monetary payment and/or a job, you must sign a Release of All Claims before you will receive any payment or employment.

Please complete, sign and date this Claim Form and return it to the Commission in the enclosed self-addressed envelope. Please put postage on the envelope.

If you do not answer all the questions on this form, your claim will be automatically rejected. Failure to return the completed Claim Form to the Commission by _____, 1997, will result in the automatic rejection of your claim.

PLEASE SIGN below after reading the following pledge:

I declare under penalty of perjury that the information provided by me in this Claim Form is true and correct.

Signature

____/____/____
Date

Mail this Claim Form to

CLAIM FORM

Randall's Food & Drugs, Inc. (the "Company") and the Equal Employment Opportunity Commission (the "Commission") have entered into a settlement agreement approved by the court which resolves a charge of employment discrimination made against the Company by the Commission. **Qualified individuals who applied for employment with Randall's in entry level part-time positions may receive money and job offers from Randall's.**

If you applied for a part-time job at a Randall's store¹ between January 1, 1988 and December 31, 1992 ("the relevant period"), and you are Black, Hispanic or Female, you may be entitled to payment of up to \$1,200.

Please read this form carefully, answer all the questions and mail the Claim Form to us in the enclosed envelope no later than _____.

This Agreement provides that Randall's will make payments to many people who applied for entry level part-time positions such as Cashiers, Checkers, Sackers, Stockers, Produce Clerks, Food Clerk, or Non-Food Clerk positions during the relevant period. Also, several thousand qualified people may be offered jobs at Randall's.

We believe that you applied for one of the entry level jobs between 1988 and 1992 because Randall's has your application on file. But we do not yet know whether you meet all the requirements to be qualified for a payment and/or a job offer. In order to be considered for any benefits under the terms of the Agreement, you must satisfy *each* of the following conditions:

- A. You must be a Black, Hispanic or Female (regardless of race or national origin) who completed a written employment application for an entry level part-time job position listed in Attachment 1 during the relevant time period;
- B. You must not have been offered employment with the Company within four months of applying;
- C. You must have passed the PSI and/or Math Test if you were previously tested; and

¹This settlement covers the Houston Division of Randalls, which includes more than 40 supermarkets throughout Houston and the surrounding area. See page ____ of this form for a map of those stores with their addresses.

This is a ____ page form. If you are missing any of the pages, please call (713) _____ to receive a full Claim Form.

EXHIBIT D-1

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- D. You must have been qualified for the entry level part-time position for which you applied; and

If you applied for one of these jobs on more than one occasion between January 1, 1988 and December 31, 1992, we will permit each of your applications to be a separate opportunity to be considered for benefits. Please make photocopies of this Claim Form and fill out a separate Claim Form for each separate time you applied to Randall's during the period.

If you feel you meet the above requirements, your claim will be considered if you fully complete this form and mail it to us by the date noted above. It is in your interest to complete and return your Claim Form quickly.

1. (a) Please list your:

(b) Full Name: _____
Last First Middle Initial

(c) Social Security Number: ____ / ____ / ____

We will file your personal Claim Form under your own social security number so it is very important to give us this number.

(d) Are you Black ____ Yes ____ No ____

(e) Are you Hispanic ____ Yes ____ No ____

(f) Are you Female ____ Yes ____ No ____

If you answered "no" to the last three questions, you cannot qualify for any benefits. In that case, please do not complete this Claim Form.

(g) Date of Birth: ____ / ____ / ____ (Month/Day/Year)

(h) Current Mailing Address:

Street: _____ Apt No. _____

City: _____ Zip Code: _____

EXHIBIT D-1

(i) Current Home Telephone Number: () _____

Best hours to reach me at home: _____

Can we call you at work? ____ Yes ____ No ____

Current Work Telephone Number: () _____ Extension _____

Best hours to reach me at work: _____

If you have a second home telephone number, list it: () _____

If you have a home fax number, list it: () _____

Whenever your address or telephone number changes, you must inform us. The easiest way to tell us is to send us the Change of Address Form. (It is enclosed in this envelope.)

Randall's has your application on file. Your application contains the information noted in questions below. If you believe that you did not provide some or all of that information, or that the information is incorrect, you must explain the mistakes. See question _____.

2. (a) Date of Your Original Employment Application:

(b) Name on that application:

(c) Store where you applied:

(d) Job Position or Positions For Which you Applied:

(e) Are the answers to questions 2(a) through 2(d) correct? ____ Yes ____ No ____

EXHIBIT D-1

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(f) If you answered "no" to question 2(e), which answer (or answers) is incorrect? _____ Why is the answer wrong? _____

(g) Was this the only application you submitted to Randall's between January 1, 1988 and December 31, 1992? ____ Yes No ____

(h) If you applied to Randall's on two or more occasions, are you going to submit more than one Claim Form? ____ Yes No ____

(i) How many Claims Forms will you be submitting to us in total, including this form?² _____

(j) Are all those completed Claims Forms enclosed with this one?
____ Yes No ____

3. If you indicated in response to item 2(d) that you applied for "any" or "all" positions, you must now select at least TWO jobs that you think you wanted to apply for at that time. (See the entry level part-time positions identified on the attached list at page):

Job No. 1: _____

Job No. 2: _____

Job No. 3: _____

4. In order to be considered for a payment and/or a job, please answer all the following questions: (Please try to answer these questions the way you think you answered them when you applied at Randall's.)

(a) Were you willing to accept part-time employment, which averaged around twenty (20) hours per week? ____ Yes No ____

²Call (713) _____ for more copies of the Claim Form (so you can send us information about the other times you applied to Randall's for a job during the period 1988-1992.)

(b) Were you willing to work for the pay rate associated with the job that you applied for? (The list of jobs and pay rates is at page ____.)
____ Yes No ____

(c) Were you willing to work on Saturdays, Sundays, and holidays?
____ Yes No ____ If "No," please provide reason: _____

(d) Did you have a reliable way to get to work at Randall's (such as a car, a bus, walking, etc.)? ____ Yes No ____

(e) Did Randall's offer you a job within four months after you applied?
____ Yes No ____

(f) Did you accept the job offer? ____ Yes No ____

NOTE: IF YOU WANT TO RECEIVE PAYMENT, YOU DO NOT HAVE TO REQUEST A JOB. IF YOU REQUEST A JOB AND IF THE COMMISSION BELIEVES THAT YOU ARE PROBABLY QUALIFIED FOR A PAYMENT, RANDALL'S WILL CONTACT YOU TO ARRANGE AN INTERVIEW. SUCCESSFUL COMPLETION OF THE INTERVIEWING PROCESS IS REQUIRED IN ORDER TO BE HIRED. IF YOU ARE NOT SUCCESSFUL IN OBTAINING A JOB AT RANDALL'S, YOU MAY STILL RECEIVE A PAYMENT.

5. Do you want a part-time entry level job at Randall's? ____ Yes ____ No ____
Choose the job (or jobs) for which you want to apply. Check off the job(s) here:

____ Checker ____ Food Clerk

____ Non-Food Clerk ____ Sacker

____ Produce Clerk ____ Stocker

6. If you want a part-time job, select two (2) stores from the attached list at page ____ where you would like to work. List the address or store number for each of the stores where you want to work. (See page ____ for the store map and address list.)

1. Store Number: _____ 2. Store Number: _____

EXHIBIT D-1

**YOU MUST LIST TWO STORE SELECTIONS ABOVE TO BE
CONSIDERED FOR EMPLOYMENT.**

7. Do you know anyone who applied for an entry level position at Randall's Store 8 at 10902 North Freeway or Store 29 at 11021 Fuqua at any time during 1988 through 1990.

___ Yes No ___

If yes, please provide their name, address and home and work telephone numbers.

8. Please give us the name, full address and telephone numbers of a close relative or friend who we can contact if we lose touch with you:

Name

Street Address

City

Zip Code

() _____

Telephone Number(s)

Is this person your parent relativehusband/wife

friend co-worker

(Circle one.)

If you are qualified for monetary payment and/or a job, you must sign a Release of All Claims before you will receive any payment or employment.

Please complete, sign and date this Claim Form and return it to the Commission in the enclosed self-addressed envelope. Please put postage on the envelope.

EXHIBIT D-1

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If you do not answer all the questions on this form, your claim will be automatically rejected. Failure to return the completed Claim Form to the Commission by _____, 1997, will result in the automatic rejection of your claim.

PLEASE SIGN below after reading the following pledge:

I declare under penalty of perjury that the information provided by me in this Claim Form is true and correct.

Signature

Date

Mail this Claim Form to

CLAIM FORM

Randall's Food & Drugs, Inc. (the "Company") and the Equal Employment Opportunity Commission (the "Commission") have entered into a settlement agreement approved by the court which resolves a charge of employment discrimination made against the Company by the Commission. **People who applied for a Grocery Department Manager Trainee position with Randall's may receive money and/or job offers from Randall's.**

If you applied for this type of job at a Randall's store¹ between January 1, 1987 and December 31, 1992 ("the relevant time period"), and you are Black or Female, you may be entitled to payment of up to \$7,000. (If you applied for an entry level job such as a Checker, Stocker, or Sacker, please see question 7 on page 6.)

Please read this form carefully, answer all the questions and mail the claim form to us in the enclosed envelope no later than _____.

This Agreement provides that Randall's will make payments to qualified people who applied for a Grocery Department Manager Trainee position during the relevant time period. Also, as many as 40 qualified people may be offered these jobs at Randall's.

In order to be considered for any benefits under the terms of the Agreement, you must satisfy *each* of the following conditions as well as the provisions of the Consent Decree.

- A. If you were not working for Randall's at the time you applied, you must be a Black or Female (regardless of race or national origin).
- B. You must not have been offered a position as a Grocery Department Manager Trainee within four months of applying.
- C. You must have been qualified for the Grocery Department Manager Trainee position for which you applied.
- D. If you applied for this position on more than one occasion between January 1, 1987 and December 31, 1992 time period, we will permit each of your applications to be a separate opportunity to be considered for benefits. Please make photocopies of this Claim Form and fill out a separate Claim Form for each separate time you applied to Randall's during the relevant time period.

¹This settlement covers the Houston Division of Randall's, which includes more than 40 supermarkets throughout Houston and the surrounding area. See page ____ of this form for a list and map of those stores with their addresses. (This map is called Exhibit F.)

If you feel you meet the above requirements, your claim will be considered if you fully complete this form and mail it to us by the date noted above. It is in your interest to complete and return your Claim Form quickly.

1. Did you apply more than once for the Grocery Department Manager Trainee position during the relevant time period?

___ Yes No ___

2. (a) Please list your:

(b) Full Name: _____
Last First Middle Initial

(c) Social Security Number: ___ ___ / ___ ___ / ___ ___

We will file your personal Claim Form under your own social security number so it is very important to give us this number.

(d) Are you Black ___ Yes No ___

(e) Are you Female ___ Yes No ___

If you answered "no" to the last two questions, 2d and 2e, you cannot qualify for any benefits. In that case, please do not complete this Claim Form.

- (f) Did you work for Randall's when you applied for a Grocery Department Manager Trainee position?

___ Yes No ___

If you answered "yes" to question (f) but you are neither Black nor Female, you cannot qualify for any benefits. In that case, please do not complete this Claim Form.

- (g) If you answered "yes" to question (f) and you are Black or Female, did you make a written or a verbal request to your Store Director or Assistant Store Director for admission into the Grocery Department Manager Trainee Program between January 1, 1987 and December 31, 1992?

___ Yes No ___

- (h) If you made a verbal request, please state the name (or names) of the Store Director or Assistant Store Director to whom you made the request:

(i) If you answered "no" to question (g), were you discouraged by a Store Director or other manager from making a formal request for admission?
___ Yes ___ No ___

(j) If you were discouraged from making a request, please state the name(s) of the Store Director or Assistant Store Director to whom you made the request and the approximate date(s) that you were discouraged:

(k) With regard to questions (h) and (j), if you do not remember the manager's name, please state the address of the store and describe the manager in question:

(l) Your Date of Birth: __ / __ / __ (Month/Day/Year)

(m) Your Current Mailing Address:

Street: _____ Apt No. _____

City: _____ Zip Code: _____

(n) Your Current Home Telephone Number: () _____

Do you have an answering machine? ___ Yes ___ No ___

Best hours to reach you at home: _____

Can we call you at work? ___ Yes ___ No ___

Current Work Telephone Number: () _____ Extension _____

Best hours to reach you at work: _____

If you have a fax number at work, list it: () _____

If you have a second home telephone number, list it: () _____

If you have a home fax number, list it: () _____

Whenever your address or telephone number changes, you must inform us. The easiest way to tell us is to send us the Change of Address Form. (It is enclosed in this envelope.) You may be disqualified if you do not promptly advise us of any address change.

3. (a) Approximate Date When You Submitted Your Employment Application (or Resume) for the Grocery Department Manager Trainee Position:

- (b) Did you use a different name on that Application? ____ Yes ____ No ____

If yes, what name did you use? _____

- (c) If you submitted a resume, did you also send a cover letter?
____ Yes ____ No ____ I Don't Recall. ____

4. In order to be considered for a payment and/or a job, please answer all the following questions: (Please try to answer these questions the way you think you answered them when you applied for the Grocery Department Manager Trainee position.²)

- (a) Were you willing to accept employment at any of Randall's stores within their Houston Division (listed on map at p. ____)?
____ Yes ____ No ____

- (b) Were you willing to work for the pay rate associated with the Grocery Department Manager Trainee position?
____ Yes ____ No ____

- (c) Were you willing to work on Saturdays, Sundays, and holidays?
____ Yes ____ No ____ If "No," please provide reason: _____

- (d) Did you have a reliable way to get to work? ____ Yes ____ No ____

² If you were discouraged from applying, answer the questions the way you believe that you would have answered them when you wanted to apply for the Grocery Department Manager Trainee position.

- (e) Did Randall's offer you a job as a Grocery Department Manager Trainee within four months after you applied?
____ Yes No ____
- (f) Did you accept the job offer? ____ Yes No ____

NOTE: IF YOU WANT TO RECEIVE PAYMENT, YOU DO NOT HAVE TO REQUEST A JOB. IF YOU REQUEST A JOB AND IF THE COMMISSION BELIEVES THAT YOU ARE PROBABLY QUALIFIED FOR A PAYMENT, RANDALL'S WILL CONTACT YOU TO ARRANGE AN INTERVIEW. SUCCESSFUL COMPLETION OF THE INTERVIEWING PROCESS IS REQUIRED IN ORDER TO BE HIRED. IF YOU ARE NOT SUCCESSFUL IN OBTAINING A JOB AT RANDALL'S, YOU MAY STILL RECEIVE A PAYMENT.

5. (a) At the time of your application, were you already working for Randall's?
____ Yes No ____
- (b) If you answered "yes" to question 5(a), place a check next to each category, if any that applied to you at the time you applied:
- ____ You were currently employed as a Dairy Manager, Frozen Foods Manager, or Lead Stocker.
- ____ You had experience as a full-time Service Manager.
- ____ You had experience as a manager of a sub-department of a Randall's store.
- ____ None of the above.

If you answered "yes" to question 5(a), skip to question 7.

6. If you were not working for Randall's at the time of your application, had you already
- (a) Obtained a college degree?
____ Yes No ____
- (b) If you answered "yes" to question (a), above, was your college degree in Business Administration with a major in Management or Marketing?
____ Yes No ____

- (c) If you answered "yes" to question 6(a), above, did you have some grocery or retail experience when you applied for the Grocery Department Manager Trainee position?

___ Yes ___ No ___. Please describe _____

- (d) Whether or not you had a college degree,

- (1) Did you have experience in a grocery department management position in a store with a weekly sales volume of at least \$150,000?

___ Yes ___ No ___

- (2) Did you have a very significant level of management experience in a retail or food industry?

___ Yes ___ No ___

- (e) Did you take a battery of tests administered by Randall's?

___ Yes ___ No ___ I Don't Recall. ___

- (f) Were you interviewed by a Randall's District Manager and/or other representatives?

___ Yes ___ No ___ I Don't Recall. ___

7. This settlement covers entry level jobs at Randall's as well as Grocery Department Manager Trainee positions.

- (a) At any time from January 1, 1988 through December 31, 1992, did you submit a written application for a part-time job at a Randall's store for an entry level position (such as Cashier, Checker, Sacker, Stocker, Produce Clerk, Food Clerk, or Non-food Clerk)?

___ Yes ___ No ___

- (b) If you answered "yes" to question 7(a) and you want to submit a Claim Form for that application, please call (____)_____ to request an entry level position Claim Form.

- (c) If you applied to Randall's on two or more occasions during the relevant time period and/or you applied for both a Grocery Department Manager Trainee position and an entry level position, are you going to submit more than one Claim Form? ___ Yes ___ No ___

(d) How many Claims Forms will you be sending to us in total, including this form? _____

(e) Are all those completed Claims Forms being mailed to us with this one?
___ Yes ___ No ___

Whether or not you also applied for an entry level job, you can still be considered for compensation as an applicant for a Grocery Department Manager Trainee position.

8. Do you know anyone who applied for an entry level position at Randall's Store 8 at 10902 North Freeway or Store 29 at 11021 Fuqua at any time during 1988 through 1990?

___ Yes ___ No ___

If yes, please provide their name, address and home and work telephone numbers.

9. Please give us the name, full address and telephone numbers of a close relative or friend who we can contact if we lose touch with you:

Name

Street Address

City State Zip Code

() _____
Telephone Number(s) ___ home phone work phone ___ (Check one)

Is this person your parent relative/husband/wife

 friend co-worker
 (Circle one.)

If you are qualified for monetary payment and/or a job, you must sign a Release of All Claims before you will receive any payment or employment.

Please complete, sign and date this Claim Form and return it to the Commission in the enclosed self-addressed envelope. Please put postage on the envelope.

If you do not answer all the questions on this form, your claim will be automatically rejected. Failure to return the completed Claim Form to the Commission by _____, 1997, will result in the automatic rejection of your claim.

PLEASE SIGN below after reading the following pledge:

I declare under penalty of perjury that the information provided by me in this Claim Form is true and correct.

Signature

Date

Mail this Claim Form to

Map and List of Stores

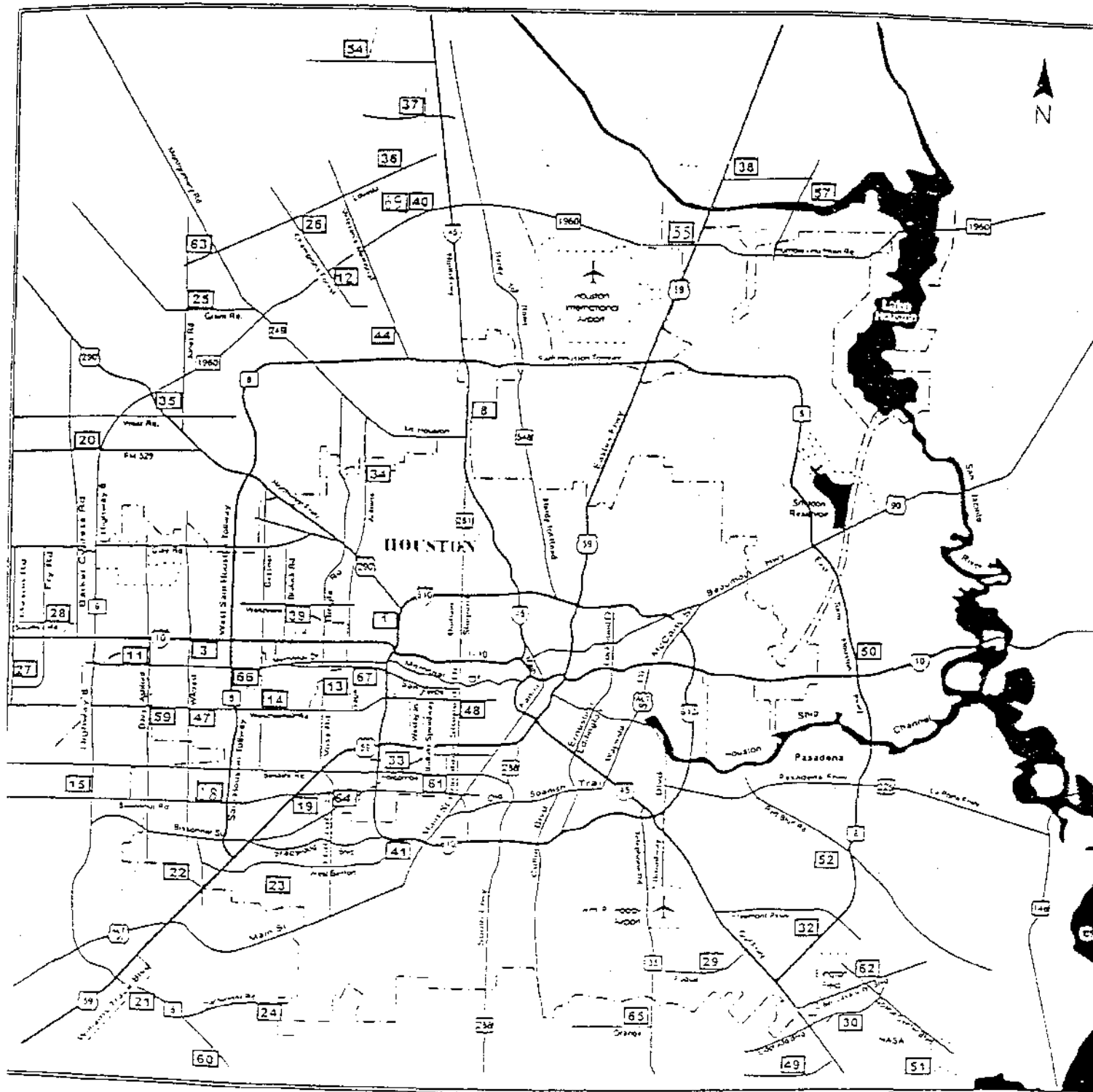


EXHIBIT F

#1	11071 NW Frwy 34th at 290	Houston, TX	#39	1302 Blalock Dr. Blalock & Westview	Houston, TX
#3	11621 Katy Frwy Katy fwy. at Kirkwood	Houston, TX	#41	4800 West Bellfort Post Oak & W. Bellfort (Meyer Park)	Houston, TX
#8	10902 North Frwy West Rd. at I-45	Houston, TX	#44	11395 Vet. Memorial Veterans Memorial & Greens Rd.	Houston, TX
#11	14610 Memorial Dr. Memorial at Dairy Ashford	Houston, TX	#47	11041 Westheimer Westheimer at Wilcrest	Houston, TX
#12	5219 FM 1960 Champions	Houston, TX	#48	2075 Westheimer Westheimer at Shepherd	Houston, TX
#13	1407 South Voss Between San Felipe & Woodway	Houston, TX	#49	3126 FM 528 at Bay Area Blvd. (Friendswood)	Webster, TX
#14	9660 Westheimer Westheimer & Gessner	Houston, TX	#50	14705 Woodforest at East Belt	Houston, TX
#15	6806 Hwy. 6 South Hwy. 6 & Bellaire (Misssion Bend)	Houston, TX	#51	20905 South Shore Blvd. South Shore Blvd. & 2094	League City, TX
#19	7098 Bissonnet Bissonnet at Fondren	Houston, TX	#52	1830 E. Beltway 8 Pasadena Blvd. & Red Bluff	Pasadena, TX
#20	7055 Hwy. 6 North Hwy 6 at 529 (Copperfield)	Houston, TX	#54	4775 W. Panther Creek Woodlands Pkwy. & W. Panther Creek	Woodlands, TX
#21	3346 Hwy. 6 South Hwy. 6 & Williams Trace	Sugarland, TX	#57	4540 Kingwood Dr. Kingwood Dr. & Lake Houston Pkwy.	Houston, TX
#22	11711 West Bellfort W. Bellfort & Kirkwood (Keegan's)	Houston, TX	#59	12555 Westheimer at Dairy Ashford	Houston, TX
#23	8787 West Bellfort W. Bellfort & Gessner	Houston, TX	#60	4610 Hwy. 6 South Austin Parkway & Hwy. 6	Sugarland, TX
#24	1603 Cartwright Off 2234 (Quail Valley)	Missouri City, TX	#61	3131 W. Holcombe Blvd. Holcombe & Buffalo Speedway	Houston, TX
#25	13350 Jones Road Jones Rd. at Grant (Norchester)	Houston, TX	#62	2323 Clear Lk. City Blvd. at Space Center Blvd.	Houston, TX
#26	16616 Cahmpions Frt. Champions Forest at Louetta	Spring, TX	#63	21155 S. H. 249 at Louetta	Houston, TX
#27	923 South Mason Cimmarron Parkway at Mason	Katy, TX	#64	5130 Bellaire Blvd. at Rice Blvd.	Bellaire, TX
#28	19734 Saums Road Saums Rd. at Fry	Houston, TX	#65	2028 N. Main at W. Orange	Pearland, TX
#29	11021 Fuqua Fuqua at Sabo	Houston, TX	#66	12850 Memorial Dr. Memorial Dr. & Beltway 8	Houston, TX
#30	570 El Dorado Blvd. Clearlake	Webster, TX	#67	5161 San Felipe San Felipe & Sage	Houston, TX
#32	4802 Fairmont Pkwy. Fairmont at Preston	Pasadena, TX	#69	2224 FM 1960 West FM 1960 & Kuykendahl	Houston, TX
#33	5586 Wesleyan Wesleyan at Bissonnet	Houston, TX	<u>Closed</u>		
#34	7320 Antoine Antoine at Victory Dr. (Inwood)	Houston, TX	#18	10828 Beechnut	Houston, TX
#35	9503 Jones Road Jones Rd. at West Rd.	Houston, TX	#40	70 FM 1960 West	Houston, TX
#36	4880 Louetta Kuykendahl & Louetta	Spring, TX	#55	9805 FM 1960 B/P	Humble, TX
#37	536 Sawdust Road Sawdust & Budde (Woodlands)	Spring, TX			
#38	23824 Hwy. 59 North Hwy. 59 & Kingwood	Kingwood, TX			

NOTICE

1. The United States Equal Employment Opportunity Commission is responsible for enforcing several federal employment discrimination statutes: Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Age Discrimination in Employment Act, as amended, the Equal Pay Act, as amended; and the Americans with Disabilities Act of 1990.
2. Federal law also prohibits retaliation against any employee or applicant who files a charge of discrimination, who cooperates with an investigation of a charge, or who benefits from a charge settlement.
3. Randall's Food and Drugs, Inc. ("Company") supports and will comply with these federal laws in all respects and will not take any action against employees or applicants because they have exercised their rights under the law.
4. The Company has an Equal Employment Opportunity Policy which ensures that applicants and employees not be discriminated against on the basis of their race, sex, color, religion, national origin, age or disability. All of the Company's supervisors and managers have received training regarding requirements of that policy as they relate to various employment procedures, including interviewing, screening and hiring.

President/CEO
Randall's Food and Drugs, Inc.

Date

Donations to Entities

All funds available for distribution to entities shall be provided to the Houston Community College (HCC) system to support any of the following programs:

- a. courses in the culinary services program at the downtown campus and
- b. career readiness labs and/or career readiness workshops at any site(s) chosen by HCC

HCC will encourage qualified Black, Hispanic and female students to enroll in its culinary arts certificate program. Whenever any funds are provided to HCC as a consequence of this Decree, HCC shall be advised in writing of the amount of the disbursement and that the donation is a result of the settlement of Equal Employment Opportunity Commission v. Randall's Food and Drugs, C.A. No. (to be added). In all HCC reports that acknowledge receipt of funds and/or their allocation, HCC shall acknowledge the source of these funds. On a semi-annual basis, starting within 6 months after the receipt of any of these funds, HCC shall briefly advise the parties in writing regarding how these funds have been allocated. If, for any reason, HCC does not accept some or all of funds available to it from this settlement, the parties shall meet and confer and then redistribute any available funds to another non profit organization.

EXHIBIT I

SECTION 406. Claims Expenses.

A. The Company shall bear all expenses for the administration of the claims procedures. These procedures are summarized below and referenced within the Decree and associated exhibits.

1. updating claimant addresses to obtain a current address for each claimant, developing a claimant mailing list based on the most current address and producing at least six mailing labels for each claimant and pursuant to Section 405J until such time as each particular qualified claimant is fully compensated to the extent permitted by the settlement funds, updating his or her records to reflect recent address changes;
2. producing and mailing the appropriate claims package in a format specified in this Decree or agreed to by the Company and Commission. (See Exhibits AA and AA.1);
3. mailing each claimant an acknowledgment that his or her Claim Form has been received. (Exhibits U, U.1 and U.2 are forms of acknowledgment);
4. data entry of key information and reasonable creation of searchable database and production of database reports. (See Exhibit X.) Data will be obtained from the following sources: job applications, Claim Forms, and address update forms. When data is entered into the database from a source other than the application or Claim Form, the specific source of this data will be noted;
5. efficiently answering claimant inquiries;
6. advising claimants regarding requirements for eligibility in class;
7. issuing and mailing qualification, clarification and rejection letters, (including Exhibits N, O, and P);
8. generating and distributing checks for backpay and/or "in-lieu" checks for qualifying claimants and advising all claimants that they may cash these checks at any of the Company's stores without paying any servicing or other fees;
9. providing periodic reports as required by this Decree;
10. maintaining appropriate recordkeeping system as required by this Decree;
11. preparing database reports, including the separate reports listed in Exhibit X and transmitting these to the Commission in the manner set forth within;

12. timely updating the claimant's address record and telephone records to incorporate all recent changes in the claimant's home address and home and work telephone numbers;

13. at the Commission's option, either storage of Claims Forms and other documents for one year after this action is dismissed or, in the alternative, delivery of Claims Forms and documents to the Commission's offices;

14. providing the purchased or leased equipment, software, hardware and supplies specified in Exhibit W to the Commission's office. When the provisions of the Decree are no longer in force and effect, the Commission shall return the hardware, software, and all remaining supplies to the Company. The Company may pick up the file cabinets two years after the termination of the Decree;

15. preparing and distributing any required record of tax withholding and provision of said reports to taxing authorities;

16. provision to the Commission of the claimant database in hard copy or computer machine readable format as well as the documents and database reports noted above. At the Commission's option, some reports shall be transmitted to the dedicated computer at the Commission's office via modem;

17. Response to claimant inquiries will include at the Company's expense the use of a telephone response system (hereinafter "TRS") based on voice-response technology for frequently asked questions. The Parties will agree to the script for these questions and answers, to a protocol for determining to whom specific types of calls will be routed, and to specific time frames for responses to various types of recurring inquiries and protocols for monitoring performance in this area. This system will provide general information on-line on an automated basis and will permit callers to leave a 60 second message and to request that certain documents be mailed to them. The system will permit callers to bypass the voice-response technology to leave certain types of messages by accessing a claims' counsellor's voice mail. The system must have the capability to permit access from the Parties' offices irrespective of the place where the TRS is located to messages left by claimants.

The automated pre-recorded messages will cover the following matters. (Where an asterisk appears, callers with these circumstances will be routed to a specific phone line.)

- a. claimant requests another Claim Form
- b. claimant didn't receive acknowledgment that we received his or her Claim Form*
- c. as to qualified claim, "When will I be paid?"
- d. as to qualified claim, "When will I be offered a job interview?"

- e. Why was this case settled on the terms set forth in the Decree?
- f. What laws does the EEOC enforce?
- g. claimant had trouble trying to cash the settlement check*;

18. The Company shall directly pay the contractor and vendor(s) for all expenses entailed in the provision by it of any services noted above; and

19. In the event that the Commission is requested to respond to an inquiry from a Congressman or other Government official regarding the status of a claimant, all relevant information about the claimant as well as the current status of that claim will be immediately provided to the Commission at the Company's expense.

Except as noted below, each of the reports or other documents and all subsequent revisions of same shall be provided to the Commission within three workdays of its creation by the Company or its third party contractor. Periodic recapitulations of the expenditures attributed to the portions of the foregoing claims expenses undertaken by third party contractors shall be provided by the Company to the Commission.

NOTICE TO COMMUNITY ORGANIZATIONS

[Date]

[Organization]

[Date]

Re: Agreement between the U.S. Equal Employment Opportunity Commission and Randall's Food & Drugs, Inc.

Dear _____:

This is to alert you to the recent settlement agreement reached between the U.S. Equal Employment Opportunity Commission and Randall's Food & Drugs, Inc., resolving an employment discrimination class action charge concerning individuals who applied for jobs at any Randall's supermarket in the greater Houston area between January 1, 1988 and December 31, 1992. The agreement outlines programs designed to offer monetary relief and employment opportunities to certain Black, Hispanic and Female candidates for part-time Entry Level jobs and Grocery Department Manager Trainee positions. In addition to part-time Entry Level and Grocery Department Manager Trainee positions, qualified claimants may be eligible, as a consequence of this settlement, for a monetary award of up to \$1,200 for Entry Level positions and \$7,000 for Grocery Department Manager Trainee positions.

We would appreciate you posting the attached Notice on your bulletin boards for the purpose of providing this information to members of the public whom you serve.

If anyone has applied for an Entry Level job or a Grocery Department Manager Trainee position at Houston area Randall's stores during the relevant time periods set forth in the attachment, please ask them to complete one of the appropriate Claim Forms that we have enclosed. These completed Claim Forms have to be sent to us very soon. If the Claim Form is not received by us by _____, 199__, the applicant will be disqualified.

Thank you very much for your help. If you have any questions or comments about this matter, please call me at (713) 653-3401.

Sincerely,

Jim Sacher
Regional Attorney

Enclosure

EXHIBIT J

SUBCLASS CLAIMANT RELIEF

The \$2.5 million settlement fund may be distributed to as many as three separate funds:

1. The Grocery Manager Trainee class. (GMT)
2. The Entry Level Job class. (ELJ)
3. The Entities fund. (EN)

I. Funded Classes

Initially the Grocery Manager Trainee classification and the Entry Level Job classification are guaranteed to be funded at the level set forth below. The GMT class will be funded at an amount certain, \$245,000. The ELJ class fund is \$2,255,000.

The class fund is deemed to be fully funded if the number of qualified claimants therein times their cap is less than the total amount in that fund. For example, if there are 1000 qualified ELJ claimants, at a cap of \$1200 each, then their payment is \$1,200,000. In that event, the ELJ fund is fully funded as there is a balance in it after full distribution rights have been assured.


II. Contingent Fund

The Entities classification refers to those Entities listed in Exhibit H. This is a contingent fund which receives a pour-over in the event that the GMT and ELJ classes are fully funded.

III. Funding Scenarios

- I. Where there are insufficient funds in the GMT class to fully compensate all qualified GMTs, fund flow is as follows.

GMT Fund ELJ Fund EN Fund

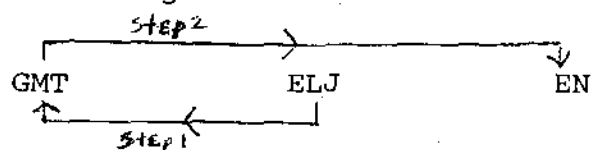


In this event, each qualified GMT class member will be sent a first check in an amount identical to all other qualified GMT claimants.¹

¹Pursuant to the Decree, the heir or legal representative of a deceased or incompetent claimant may receive a full settlement check in an amount that is less than the cap. When there are insufficient GMT funds to fully compensate qualified claimants, the initial distribution on behalf of a deceased, incompetent or disabled claimant will be the percentage of the total appropriate payment in that case which is equivalent to the percentage of the cap received by the typical qualified GMT claimant as and for his or her initial distribution. This will also be the system for EL claimants if the ELJ is not fully funded.

In the aggregate, these checks (and any other to the legal representatives of deceased or incompetent GMT claimants) will fully deplete this fund. In the event that a surplus exists in the ELJ fund after full distributions to its members, the balance pours over to the GMT fund. That fund is depleted such that a second check is sent to all qualified GMT class members, in an equal amount no greater than the difference between the full cap minus the gross amount of the first check. If there still is a balance, it then goes to the Entities fund.

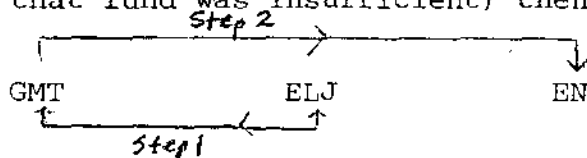
- B. Where there are sufficient funds in the GMT and ELJ classes to fully compensate qualified GMTs and qualified ELJs, the balance goes to the EN fund.



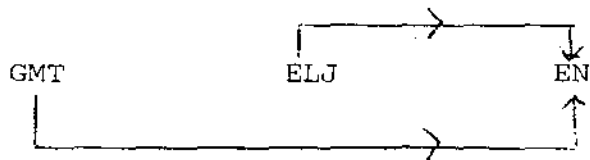
- C. Where there are sufficient funds for the GMT but insufficient funds in the ELJ class to fully compensate qualified ELJs, no additional funds are left to distribute to any other funds.

GMT ELJ EN

- D. Where there are sufficient funds in the ELJ class to fully compensate qualified ELJs, the balance goes to the GMTs (if that fund was insufficient) then to the EN.



- E. Where there are sufficient funds in the GMT and ELJ class, the EN class will be funded with the balance left in the GMT and ELJ funds after all qualified claimants therein are fully compensated to their respective caps.





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Houston District Office

1919 Smith Street, 7th Floor
Houston, TX 77002
PH: (713) 209-3377
TDD: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401

[Date]

Dear :

We are writing to you because our records show that you applied for a job at Randall's at some point between January 1, 1988 and the end of 1992.¹ Individuals such as you may be entitled to receive up to \$1200 each for the settlement of an employment discrimination class action lawsuit brought by the United States Equal Employment Opportunity Commission (EEOC) against Randall's Food and Drugs, the owners of the Randall's supermarkets in the Houston metropolitan area. The EEOC and Randall's have recently settled this lawsuit. A fund of \$2.5 million will be distributed to certain Black, Hispanic and females who applied for part-time Entry Level Jobs at Randall's between January 1, 1988 and the end of 1992 and were not hired by Randall's within four months of their application and to b) certain Blacks or females who applied to be Grocery Manager Trainees at Randall's.

Also, if you prove to be qualified for a share of this fund, if you want, you will also be considered for employment at Randall's. Several thousand individuals may be hired because they qualify under the terms of this settlement.

In order to qualify for payment, you must meet the standards set forth in the Consent Decree (or agreement) which was approved by the Court as the final settlement in this dispute. You will be permanently disqualified and therefore will receive no payment and no special consideration for hiring if one or more of the following circumstances occur:

¹If you are not the person to whom this letter is addressed, we urge you to do the following:

1) If you know how to reach the person to whom we have addressed this letter, please send this package of documents to him or her at once and please send to us one of the enclosed change of address forms. Fill-in as much of the address form as you can. 2) If the person has died or has become disabled or is incompetent, you may complete the Claim Form and send it to us if you are a very close relative (or the executor or guardian of the person to whom we addressed this letter). Close relatives and heirs are entitled to receive compensation on behalf of a deceased applicant if this applicant otherwise meets the conditions set forth in the Consent Decree.

Exhibit M

1. You do not send us the Claim Form by the date specified.
2. You send us an incomplete Claim Form.
3. You do not send us the change of address form within two weeks after your address has changed.
4. You do not meet the requirements set forth in the Consent Decree.

In this envelope, we have enclosed the following documents:

- 1) a Claim Form (this is ___ pages long and it includes a map of Randall's stores with their addresses, a list of jobs and their hourly wage rates in 1992)
- 2) a return envelope
- 3) 2 Change of address forms - just send us one form whenever your address changes. (You do not have to send us one now because you will be providing us with your address on the Claim Form.)

When you have completed the Claim Form, please enclose it in the envelope and send it back to us. You have to put postage on the return envelope.

Please note that you have received a personalized Claim Form that contains information from the application that Randall's has on file for you. If you applied on more than one occasion, you should fill out a separate Claim Form for each time you applied. This may increase your chance of receiving payment. But no one will recover more than \$1200 in total. If you need another Claim Form, please call (713) _____ to tell us to send you another.

After we receive your Claim Form, we will review it to determine whether you qualify for a backpay check and/or the opportunity to be considered for a job.

We will send you a postcard within approximately 30 days of receiving your Claim Form just to advise you that we have received the form. If you do not receive our confirmation letter or card within two weeks of sending in your completed Claim Form, please call us at (713)

Please do not call us to check on the status of the claim. Because there are so many claimants, we need to concentrate on reviewing your forms and will not be able to take calls.

It is very important that we keep your current address on file. If your address changes, the easiest way to inform us is to complete a change of address form and send it to us. A copy of that change of address form is enclosed.

Please remember that many people will be sending us their Claim Forms. If you do not send us the Claim Form on time, or it is incomplete, or you move to another address and do not inform us of your change of address, you will be disqualified.

Sincerely yours,

Jim Sacher
Regional Attorney

Enclosures:

- 1) Claim Form (pages)
- 2) 2 Change of address forms
- 3) Return envelope



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Houston District Office

1919 Smith Street, 7th Floor

Houston, TX 77002

PH: (713) 209-3377

TDD: (713) 209-3439

FAX: (713) 209-3381

LEGAL: (713) 209-3401

[Date]

Dear :

You are receiving this letter and the enclosed Claim Form so that you can file a claim for compensation if you believe that you meet the requirements of a settlement between the United States Equal Employment Opportunity Commission (EEOC) and Randall's Food and Drug.¹ This court approved settlement resulted from an employment discrimination lawsuit filed by the EEOC against Randall's. In that lawsuit, the EEOC claimed that Randall's failed to hire

- 1) certain Black, Hispanic and/or females who applied for part-time Entry Level Jobs at any of their supermarkets in the greater Houston area between 1988 and 1992 and
- 2) certain Blacks and/or females who applied between 1989 and 1992 for full time Grocery Department Manager Trainee jobs at any of their supermarkets in the greater Houston area. (Some applicants for Grocery Trainee positions worked at Randall's; others applied who had not worked there.)

If you are qualified as an Entry Level applicant, you may receive up to \$1200 and qualified applicants may be eligible for employment if they so desire. If you prove to be qualified for a share of this fund, if you are interested, you will also be considered for employment at Randall's. Several thousand individuals may be hired because they qualify under the terms of this settlement.

In order to qualify for payment, you must meet the standards set forth in the Consent Decree (or agreement) which was approved by the Court as the final settlement in this dispute. You

¹If you are not the person to whom this letter is addressed, we urge you to do the following:

- 1) If you know how to reach the person to whom we have addressed this letter, please send this package of documents to him or her at once and please send to us one of the enclosed change of address forms. Fill-in as much of the address form as you can. 2) If the person has died or has become disabled or is incompetent, you may complete the Claim Form and send it to us if you are a very close relative (or the executor or guardian of the person to whom we addressed this letter). Close relatives and heirs are entitled to receive compensation on behalf of a deceased applicant if this applicant otherwise meets the conditions set forth in the Consent Decree.

Exhibit M-1

will be permanently disqualified and therefore will receive no payment and no special consideration for hiring if one or more of the following circumstances occur:

1. You do not send us the Claim Form by the date specified.
2. You send us an incomplete Claim Form.
3. You do not send us the change of address form within two weeks after your address has changed.
4. You do not meet the requirements set forth in the Consent Decree.

In this envelope, we have enclosed the following documents:

- 1) a Claim Form (this is ___ pages long and it includes a map of Randall's stores with their addresses, a list of jobs and their hourly wage rates in 1992)
- 2) a return envelope
- 3) 2 Change of address forms - just send us one form whenever your address changes. (You do not have to send us one now because you will be providing us with your address on the Claim Form.)

When you have completed the Claim Form, please enclose it in the envelope and send it back to us. You have to put postage on the return envelope.

Please note that you have received a personalized Claim Form that contains information from the application that Randall's has on file for you. If you applied on more than one occasion, you should fill out a separate Claim Form for each time you applied. This may increase your chance of receiving payment. But no one will recover more than \$1200 in total. If you need another Claim Form, please call (713) _____ to tell us to send you another.

After we receive your Claim Form, we will review it to determine whether you qualify for a backpay check and/or the opportunity to be considered for a job.

We will send you a postcard within approximately 30 days of receiving your Claim Form just to advise you that we have received the form. If you do not receive our confirmation letter or card within two weeks of sending in your completed Claim Form, please call us at (713)

Please do not call us to check on the status of the claim. Because there are so many claimants, we need to concentrate on reviewing your forms and will not be able to take calls.

It is very important that we keep your current address on file. If your address changes, the easiest way to inform us is to complete a change of address form and send it to us. A copy of that change of address form is enclosed.

RELEASE OF ALL CLAIMS

(for Entry Level Job Claimants)

1. The undersigned ("Former Applicant") is a Black, Hispanic and/or Female, who applied for employment in a part-time Entry Level Job at a store of Randall's Food & Drugs, Inc., formerly Randall's Food Markets, Inc. (the "Company"), one or more times during the period January 1, 1988 through December 31, 1992 ("Relevant Period") and was not employed or offered employment by the Company. Former Applicant claims that the Company failed or refused to employ or offer employment to him/her on account of his/her race, national origin, sex, disability, age, and/or religion. In exchange for the settlement payment of \$_____ (less required deductions), the Former Applicant releases Randall's Food & Drugs, Inc., and its predecessor, successor and affiliated corporations, and their officers, employees, directors, shareholders and agents ("Released Persons"), from any and all race, national origin, sex, disability, age and/or religious discrimination claims and causes of action that the Former Applicant may have against the Released Persons or any of them, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1991, 42 U.S.C. § 1981(a), the Equal Pay Act, 29 U.S.C. § 206(d), the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, the Texas Commission on Human Rights Act, Section 21.001, *et seq.*, of the Texas Labor Code, including but not limited to such claims and causes of action for promotion or employment relief, injunctive relief, back pay, front pay, other actual damages, compensatory damages, punitive damages, attorneys' fees, interest and/or court costs, which were or may have been caused directly or indirectly by the Company's failure and/or refusal to offer or provide a promotion or employment to the Former Applicant during the Relevant Period.
2. The settlement payment (less deductions) will be made to the Former Applicant by check within forty-five (45) days of the execution, notarization and return of this Release of All Claims to the following address:

(name)
Human Resources Department
Randall's Food & Drugs, Inc.
3350 Rogerdale, Suite 200
Houston, Texas 77042

3. It is understood that this Agreement does not constitute an admission by the Company or any of the Released Persons of any violation of any local, state or federal statutory or common law.
4. If the Former Applicant does not return this Release of All Claims so that it is received at the above address within forty-five (45) days after it was mailed to the Former Applicant, his/her claim will be rejected. If the Release of All Claims is received at the above address

within forty-five (45) days but it has not been signed by the Former Applicant and/or witnesses by a notary, his/her claim will be rejected.

5. I, the Former Applicant, understand and acknowledge that: (a) this is a legally binding release; (b) by signing this release I am hereafter barred from instituting a lawsuit for any claim based on alleged hiring or promotion discrimination on any basis referred to in paragraph 1 (above); and (c) I was informed of my right and the advisability of consulting with an attorney prior to signing this release.

Former Applicant for Employment by
Randall's Food & Drugs, Inc.

Date

Signature

Social Security No.

Name:
(Typed Name of Former Applicant)

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release of All Claims, and having been duly sworn stated that he/she knowingly and voluntarily signed and agreed to the Release of All Claims in order to receive the settlement payment (less deductions).

SWORN TO AND SUBSCRIBED before me by the said _____, on this the _____ day of _____, 1997.

Notary Public in and for
the State of Texas

RELEASE OF ALL CLAIMS

(for Grocery Department Management Trainee Claimants)

1. The undersigned ("Former Applicant") is a Black and/or Female, who applied for employment in or for a promotion to the Grocery Department Management Trainee Program of Randall's Food & Drugs, Inc., formerly Randall's Food Markets, Inc. (the "Company"), one or more times during the period January 1, 1987 through December 31, 1992 ("Relevant Period") and was not employed or promoted or offered employment or promotion by the Company. Former Applicant claims that the Company failed or refused to employ or offer employment or promotion to him/her on account of his/her race and/or sex. In exchange for the settlement payment of \$ _____ (less required deductions), the Former Applicant releases Randall's Food & Drugs, Inc., and its predecessor, successor and affiliated corporations, and their officers, employees, directors, shareholders and agents ("Released Persons"), from any and all race, national origin, sex, disability, age and/or religious discrimination claims and causes of action that the Former Applicant may have against the Released Persons or any of them, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1991, 42 U.S.C. § 1981(a), the Equal Pay Act, 29 U.S.C. § 206(d), the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, the Texas Commission on Human Rights Act, Section 21.001, *et seq.*, of the Texas Labor Code, including but not limited to such claims and causes of action for promotion or employment relief, injunctive relief, back pay, front pay, other actual damages, compensatory damages, punitive damages, attorneys' fees, interest and/or court costs, which were or may have been caused directly or indirectly by the Company's failure and/or refusal to offer or provide a promotion or employment to the Former Applicant during the Relevant Period.
2. The settlement payment (less deductions) will be made to the Former Applicant by check within forty-five (45) days of the execution, notarization and return of this Release of All Claims to the following address:

(name)
Human Resources Department
Randall's Food & Drugs, Inc.
3350 Rogerdale, Suite 200
Houston, Texas 77042
3. It is understood that this Agreement does not constitute an admission by the Company or any of the Released Persons of any violation of any local, state or federal statutory or common law.
4. If the Former Applicant does not return this Release of All Claims so that it is received at the above address within forty-five (45) days after it was mailed to the Former Applicant, his/her claim will be rejected. If the Release of All Claims is received at the above address

within forty-five (45) days but it has not been signed by the Former Applicant and/or witnesses by a notary, his/her claim will be rejected.

5. I, the Former Applicant, understand and acknowledge that: (a) this is a legally binding release; (b) by signing this release I am hereafter barred from instituting a lawsuit for any claim based on alleged hiring or promotion discrimination on any basis referred to in paragraph 1 (above); and (c) I was informed of my right and the advisability of consulting with an attorney prior to signing this release.

Former Applicant for Employment by
Randall's Food & Drugs, Inc.

Date

Signature

Social Security No.

Name: _____
(Typed Name of Former Applicant)

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release of All Claims, and having been duly sworn stated that he/she knowingly and voluntarily signed and agreed to the Release of All Claims in order to receive the settlement payment (less deductions).

SWORN TO AND SUBSCRIBED before me by the said _____, on this the _____ day of _____, 1997.

Notary Public in and for
the State of Texas

HOLD HARMLESS AGREEMENT AND RELEASE OF ALL CLAIMS
(for Entry Level Job Claimants)

1. The undersigned is the legal representative, legal guardian, attorney at litem, guardian ad litem, personal representative, statutory beneficiary, agent named in power of attorney (hereafter known as "legal representative") or close relative of a person ("Former Applicant") who is a Black, Hispanic and/or Female and applied for employment with Randall's Food & Drugs, Inc., formerly Randall's Food Markets, Inc. (the "Company"), one or more times during the period January 1, 1988 through December 31, 1992 ("Relevant Period") and was not employed or offered employment by the Company within four (4) months of applying. In consideration for the Company and the Equal Employment Opportunity Commission recognizing the undersigned as the lawful representative of the Former Applicant for purposes of receiving on behalf of the Former Applicant the settlement payment described below, the undersigned (i) agrees to indemnify and hold harmless the Company from any liability, cost or expense (including reasonable attorneys fees and court costs) resulting from any claim made by the undersigned, the Former Applicant or any other person acting or purporting to act on the Former Applicant's behalf, alleging either that the undersigned was not authorized to receive the settlement payment on behalf of the Former Applicant or that the Company or any of the Released Persons (as defined below) are liable to the Former Applicant for any of the claims that are included within the release stated in paragraph 2, below, and (ii) covenants and represents that the information supplied to the Company and/or the Equal Employment Opportunity Commission in support of the Former Applicant's claim and in support of the undersigned's request to be treated as the legal representative or close relative of the Former Applicant is true and correct in all respects and that there is no reason in fact, equity or law that would disqualify or prevent the undersigned from acting as the Former Applicant's legal representative or close relative for such purposes. In consideration for the undersigned's indemnification and hold harmless agreement and his/her covenants and representations, the Company agrees to recognize the undersigned as the legal representative or close relative of the Former Applicant and to deliver the settlement check described in paragraph 2, below, made payable to the undersigned as legal representative or close relative. Acceptance of a settlement check constitutes a representation and declaration by the undersigned either that he/she is the lawful heir or closest living relative of the Former Applicant or that the undersigned pledges to immediately disburse the settlement funds to the lawful heir or closest living relative.
2. On behalf of the Former Applicant, the undersigned claims that the Company failed or refused to employ or offer employment to the Former Applicant within four months of his/her application on account of his/her race, national origin and/or sex. In exchange for the settlement payment of \$_____ (less required deductions), the undersigned, on behalf of the Former Applicant releases Randall's Food & Drugs, Inc., and its predecessor, successor and affiliated corporations, and their officers, employees, directors, shareholders and agents ("Released Persons"), from any and all race, national origin, sex, disability, age and/or

religious discrimination claims and causes of action that the Former Applicant may have against the Released Persons or any of them, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1991, 42 U.S.C. § 1981(a), the Equal Pay Act, 29 U.S.C. § 206(d), the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, the Texas Commission on Human Rights Act, Section 21.001, *et seq.*, of the Texas Labor Code, including but not limited to such claims and causes of action for employment relief, injunctive relief, back pay, front pay, other actual damages, compensatory damages, punitive damages, attorneys' fees, interest and/or court costs, which were or may have been caused directly or indirectly by the Company's failure and/or refusal to offer or provide employment to the Former Applicant during the Relevant Period.

3. The settlement payment (less deductions) will be made to the undersigned by check within forty-five (45) days of the execution, notarization and return of this Hold Harmless Agreement and Release of All Claims to the following address:

Randall's Food & Drugs, Inc.
3350 Rodgerdale, Suite 200
Houston, Texas 77042

4. It is understood that this Agreement does not constitute an admission by the Company or any of the Released Persons of any violation of any local, state or federal statutory or common law.
5. If the undersigned does not return this Hold Harmless Agreement and Release of All Claims so that it is received at the above address within forty-five (45) days after it was mailed to the undersigned, the Former Applicant's claim will be rejected. If the Hold Harmless Agreement and Release of All Claims is received at the above address within forty-five (45) days but it has not been signed by the undersigned and/or witnessed by a notary, the claim will be rejected.
6. I, the undersigned, understand and acknowledge that: (a) this is a legally binding release; (b) by signing this release I am hereafter barred from instituting a lawsuit alleging any claims based on alleged hiring or promotion discrimination on any basis referred to in paragraph 1 (above); and (c) I was informed of my right and the advisability of consulting with an attorney prior to signing this release.

Former Applicant for Employment by
Randall's Food & Drugs, Inc.

Date

Signature of Legal Representative/Close
Relative

Social Security Number

Name:
(Typed Name of Former Applicant)

Social Security Number

Name:
(Typed Name of Legal Representative)

STATE OF TEXAS §

 §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Hold Harmless Agreement and Release of All Claims, and having been duly sworn stated that he/she knowingly and voluntarily signed and agreed to the Hold Harmless Agreement and Release of All Claims in order to receive the settlement payment (less deductions).

SWORN TO AND SUBSCRIBED before me by the said _____, on this the ____ day of _____, 1997.

Notary Public in and for the State of Texas

RELEASE OF ALL CLAIMS

(for Grocery Department Management Trainee Claimants --
including In-Lieu payment)

1. As part of the relief made available in a Consent Decree entered in 97-CA-_____, a case pending in the U.S. District Court, the undersigned ("Former Applicant") is a Black and/or Female, who applied for employment in or for a promotion to the Grocery Department Management Trainee Program of Randall's Food & Drugs, Inc., formerly Randall's Food Markets, Inc. (the "Company"), one or more times during the period January 1, 1987 through December 31, 1992 ("Relevant Period") and was not employed or promoted or offered employment or promotion by the Company. Former Applicant claims that the Company failed or refused to employ or offer employment to him/her on account of his/her race and/or sex. Former Applicant applied for and has been determined to be eligible for back pay relief under the Consent Decree in the amount of \$_____ (less required deductions). Former Applicant also applied for instatement (employment) relief under the Consent Decree but has not been offered employment. However, the Former Applicant has been determined to be entitled to an additional payment of \$_____ (less required deductions) in lieu of instatement (employment).
2. In exchange for the settlement payments of \$_____ and \$_____ (less required deductions), the Former Applicant releases Randall's Food & Drugs, Inc., and its predecessor, successor and affiliated corporations, and their officers, employees, directors, shareholders and agents ("Released Persons"), from any and all race, national origin, sex, disability, age and/or religious discrimination claims and causes of action that the Former Applicant may have against the Released Persons or any of them, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1991, 42 U.S.C. § 1981(a), the Equal Pay Act, 29 U.S.C. § 206(d), the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, the Texas Commission on Human Rights Act, Section 21.001, *et seq.*, of the Texas Labor Code, including but not limited to any such claims and causes of action for promotion or employment relief, injunctive relief, back pay, front pay, other actual damages, compensatory damages, punitive damages, attorneys' fees, interest and/or court costs, which were or may have been caused directly or indirectly by the Company's failure and/or refusal to offer or provide a promotion or employment to the Former Applicant during the Relevant Period and in response to his/her application for instatement (employment) relief under this Consent Decree.
3. The settlement payment (less deductions) will be made to the Former Applicant by check within forty-five (45) days of the execution, notarization and return of this Release of All Claims to the following address:

(name)
Human Resources Department
Randall's Food & Drugs, Inc.
3350 Rogerdale, Suite 200
Houston, Texas 77042

4. It is understood that this Agreement does not constitute an admission by the Company or any of the Released Persons of any violation of any local, state or federal statutory or common law.
5. If the Former Applicant does not return this Release of All Claims so that it is received at the above address within forty-five (45) days after it was mailed to the Former Applicant, his/her claim will be rejected. If the Release of All Claims is received at the above address within forty-five (45) days but it has not been signed by the Former Applicant and/or witnesses by a notary, his/her claim will be rejected.
6. I, the undersigned, understand and acknowledge that: (a) this is a legally binding release; (b) by signing this release I am hereafter barred from instituting a lawsuit alleging any claims based on alleged hiring or promotion discrimination on any basis referred to in paragraph 1 (above); and (c) I was informed of my right and the advisability of consulting with an attorney prior to signing this release.

Former Applicant for Employment by
Randall's Food & Drugs, Inc.

Date

Signature

Social Security No.

Name: _____
(Typed Name of Former Applicant)

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release of All Claims, and having been duly sworn stated that he/she knowingly and voluntarily signed and agreed to the Release of All Claims in order to receive the settlement payment (less deductions).

SWORN TO AND SUBSCRIBED before me by the said _____, on this the _____ day of _____, 1997.

Notary Public in and for
the State of Texas

[Date]

Re: Equal Employment Opportunity Commission vs. Randall's Food and Drug, Inc.

Dear _____:

Your claim has been carefully reviewed to determine whether or not you qualify for compensation. It has been decided that you are not eligible under the terms of the Consent Decree because you do not meet at least one of the requirements. The check list below notes one of the reasons that your claim has been rejected.

_____ You did not return your Claim Form on time.

_____ You are not Black, Hispanic or female.

_____ You were not at least 16 years old when you applied for a job at Randall's.

_____ There is no proof that you sought employment for the types of jobs at Randall's that are covered by this Consent Decree or, if you did apply for a job, your date of application was not during the period of time covered by the Decree. (This case only covers the supermarkets in Randall's Houston Division.)

_____ The evidence indicates that you were not willing to accept part-time employment when you applied to Randall's.

_____ The evidence indicates that you were not willing to accept the pay rate which was offered for the particular type of job.

_____ The evidence indicates that you were not willing to work on Saturday, Sunday and/or holidays.

_____ The evidence indicates that the job(s) you applied for were not available.

_____ The evidence indicates that after you applied, Randall's attempted to reach you at the telephone number left with the store hiring official, but Randall's was unable to reach you at that number.

_____ The evidence indicates that you took but did not pass the required pre-employment test.

EXHIBIT O

_____ The evidence indicates that you were not willing to accept the job offer that was made to you by Randall's.

_____ If you applied for the Meat or Appetizer Department, you were not at least 18 years old when you applied.

_____ Your Claim Form was not substantially complete.

_____ Randall's did not receive your Release of Claims in proper form (signed by you and witnessed by a notary) within the time period set forth in the Consent Decree.

_____ You did not advise the EEOC of any changes in your name, address or home telephone number within the required time limit.

_____ Other: _____

As soon as it was realized that you did not satisfy one of the requirements, your Claim Form was not reviewed further. This means that there might have been additional reasons why your claim could not be approved.

In many class action settlements such as this one, many claimants do not qualify for compensation. In that case, be assured that the entire settlement fund is still shared by all qualified claimants. We regret that this information is not positive but we appreciate your cooperation and patience in this process.

Sincerely yours,

Senior Trial Attorney

EXHIBIT O

NEWS

FOR IMMEDIATE RELEASE
May 21, 1997

Contact:

Harriet J. Ehrlich
Houston District Director
(713) 209-3373 or 3379
(713) 520-7765 (Home)

Jim Sachar
Regional Attorney
(713) 209-3396 or 3392

Rudy Sustaita
Senior Trial Attorney
(713) 209-3400 or 3394

**EEOC AND RANDALLS FOOD AND DRUGS REACH SETTLEMENT IN GENDER,
NATIONAL ORIGIN AND RACE DISCRIMINATION CLASS ACTION THAT
WILL PROVIDE A \$2.5 MILLION BACKPAY FUND AND MANY
JOBS FOR FORMER APPLICANTS**

The U.S. Equal Employment Opportunity Commission ("EEOC") and Randalls Food and Drugs ("Randalls") announced today that they have reached a \$2.5 million settlement of a simultaneously filed EEOC class action complaint, which alleges that Randalls failed to hire qualified Black, Hispanic and female applicants for part-time entry level jobs and qualified Black and female applicants for Grocery Management Trainee jobs in Houston from 1987 through 1992. The agreement expressly provides that the acceptance of this agreement by Randalls does not constitute an admission that it violated any of the laws that the EEOC enforces.

The EEOC filed its class action complaint on May 21, 1997, in the U.S. District Court for the Southern District of Texas. The settlement agreement, or consent decree, was also filed in the same court and on the same day.

The EEOC's class action complaint alleged that Randalls--one

of Texas' largest supermarket chains with nearly 10,000 employees and more than 50 stores in the Houston area--had discriminated against Black and female applicants for the Grocery Management Training Program from 1987 to 1992 and had discriminated against Black, Hispanic and female applicants for entry-level positions from 1988 through the end of 1992. Also in question was whether the chain's recordkeeping procedures complied with federal regulations.

During the next two years, Randalls will consider qualified classmembers who were former applicants, for jobs at its Houston-area stores, on a preferential basis, as part of the settlement agreement. Randalls will also enhance its recruitment and hiring practices to ensure compliance with equal employment opportunity law. The settlement must be approved by the court before it will become effective. The complaint and settlement agreement has been assigned to the Hon. _____, District Judge.

The agreement to settle this class claim came after months of cooperative negotiations between the EEOC and Randalls. Jim Sacher, the EEOC's Houston Regional Attorney, expressed confidence that the court will approve the settlement. He noted that "the government is pleased that so many classmembers will be fairly compensated for lost wages and, at the same time, if they so desire, secure meaningful job opportunities. When this can be achieved without burdening the courts, in a spirit of cooperation with the employer, everyone is the winner."

EEOC General Counsel C. Gregory Stewart said the benefits

achieved in this settlement "remedy broad based employment practices that harmed many minority and female applicants. Randalls has agreed to significant changes in its recruitment and hiring practices and its cooperative actions today help to create a more equitable workplace, fulfilling Congress' intention of equal opportunity for everyone regardless of race or sex. Randalls provides many Houston-area teenagers with their first job. This agreement assures a level playing field and Randalls has agreed they can go as far as their talents will take them." The Director of the EEOC's Houston office, Harriet Joan Ehrlich, noted "this settlement is the positive culmination of an investigation undertaken by our Houston office. Our systemic investigation and legal units worked together on this case, and, with meaningful input from Randalls, crafted a comprehensive resolution that will enhance employment opportunities for many people. We are pleased that resolution of this important case enables our Houston office to utilize its resources to investigate hiring complaints against other major employers in the greater Houston and East Texas region."

Randalls' agreement to settle this class action claim does not constitute an admission that it violated any laws regarding employment discrimination. However, in an effort to bring closure to this matter and avoid lengthy litigation, a settlement was reached. Its Executive Vice President and Chief Administrative Officer, Ron Barclay, noted "as we have in the past, Randalls will continue our tradition of fairness and equality to our customers,

our associates, and to everyone who applies for a position with our company."

The proposed settlement includes extensive provisions regarding how classmembers may file claims and obtain job offers. Claims forms will be sent to thousands of area residents who applied for entry-level and Grocery Management Trainee positions during the five year period covered by the claim. Harriet Joan Ehrlich, the District Director of the EEOC's Houston office, expressed satisfaction that the entire \$2.5 million settlement fund will be available to satisfy the qualified classmembers' claims. "We believe that the sophisticated claims administration procedures embodied in this settlement will serve as a national model for handling large class actions of this type. Randalls has agreed to hire an experienced accounting firm which will efficiently distribute claims forms. Local community groups will also be helping us in locating additional classmembers."

According to the EEOC, individuals who believe they may be entitled to share in the settlement fund and/or want to receive job offers do not have to do anything at this time. Anyone who believes they may benefit from this settlement may learn about particular settlement procedures by calling (713) 629-7083, a special hotline that provides general announcements about the status of claims administration.

In addition to enforcing Title VII of the Civil Rights Act, which prohibits discrimination in employment based on race, color, religion, sex, or national origin, the EEOC enforces the Age

Discrimination in Employment Act; the Equal Pay Act; Title I of the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities in the private sector and state and local governments; Prohibitions against discrimination affecting persons with disabilities in the federal government; and sections of the Civil Rights Act of 1991. Anyone in the Houston and East Texas areas who believes that he/she has been subjected to a discriminatory employment practice is encouraged to contact the EEOC's Houston District Office by calling (713) 209-3372. For access to any office nationwide, call 1-800-USA-EEOC.

EXHIBIT R

STATEMENT RELIEF REPORT ()
(SECTION 405G and 408C5)

TO: EEOC Regional Attorney

FROM: Randall's EEO Officer

RE: IRR Report for the month ending ____, 199__

1. Section 405G Entry Level

UNIQUE CLAIM NO.	1. YES/NO	2. YES/NO	3. YES/NO	4.	5. STATE REASONS	6.
000-00-0000	Y	Y				
999-99-9999	Y	N				Y ¹
123-45-5789	Y	N		Y		

2. Section 408C(5) Grocery Department

UNIQUE CLAIM NO.	A. YES/NO	B. YES/NO	C. STATE REASONS

I. SECTION 405G

- Legend:
1. Claimants notified of proposed interview date and time
 2. Claimant who were interviewed/tested
 3. Failed to appear ____ Yes ____ No
 4. Results a: Hired b: Rejected job offer c: Not offered job
 5. Reason for rejection: _____
 6. Claimant's address/telephone number has changed recently (no entry unless answer is yes; if yes, provide newly updated information)

II. SECTION 408C(5)

- A. Satisfactory completion of testing/interview ____ Yes ____ No
- B. Other reason for disqualification ____ Yes ____ No
- C. If yes to No. 8, state reason: _____

999-99-9999's phone number has changed. The new number is ()

February 28, 1996

RE: EEOC v. Randall's Food & Drugs, Inc.

Dear :

We have received your Claim Form. You do not have to do anything more at this time regarding your claim. It may take about 120 days to process your claim. We appreciate your patience.

Sincerely yours,

EXHIBIT U

February 28, 1996

RE: EEOC v. Randall's Food & Drugs, Inc.

Dear _____:

We have received your Claim Form regarding your application for a job as a Grocery Department Manager Trainee. You do not have to do anything more at this time regarding your claim. It may take about 90 days to process your claim. We appreciate your patience.

Sincerely yours,

EXHIBIT U-1

February 28, 1996

RE: EEOC v. Randall's Food & Drugs, Inc.

Dear _____:

We have received ____ Claim Forms from you. You do not have to do anything more at this time regarding your claims. If you believe that you have sent us more than ____ Claim Forms, please immediately call (713) _____ to discuss this matter.

Sincerely yours,

EXHIBIT U-2

RANDALL'S FOOD AND DRUGS, INC.

CHANGE OF ADDRESS FORM



ALWAYS print your name and the date or this form is useless!

DATE OF UPDATE: _____

I. YOUR NAME: _____

YOUR SOCIAL SECURITY NO: _____

YOUR NEW ADDRESS: _____

(Street)

(Apt. No)

(City)

(Zip Code)

YOUR NEW HOME PHONE NO: (____) _____

YOUR NEW WORK PHONE NO: (____) _____

Do you have an answering machine on your

a) home phone _____ yes _____ no

b) work phone _____ yes _____ no

Do you prefer to be called _____ at home _____ at work _____ both

If you have a second home phone number,
please list it here (____) _____

II. If the address of your close friend or family member (who we
can call if we have not been able to reach you) has changed,
provide the current information below.

NAME OF CONTACT: _____

CONTACT'S ADDRESS: _____

(Apt. No)

(City)

(Zip Code)

CONTACT'S HOME PHONE NO: (____) _____

CONTACT'S WORK PHONE NO: (____) _____

III. Your signature _____

Signature

Please return this change of address form to us whenever any of the
above information has changed.

JIM SACHER, REGIONAL ATTORNEY
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
LEGAL UNIT - HOUSTON DISTRICT OFFICE
1919 Smith Street, 7th Floor
Houston, Texas 77002-8049

EXHIBIT V

RANDALL'S FOOD AND DRUGS, INC.

CHANGE OF ADDRESS FORM

DATE OF UPDATE: _____

I. YOUR NAME: _____

YOUR SOCIAL SECURITY NO: _____

YOUR NEW ADDRESS: _____

(Street)

(Apt. No)

(City)

(Zip Code)

YOUR NEW HOME PHONE NO: (____) _____

YOUR NEW WORK PHONE NO: (____) _____

Do you have an answering machine on your

a) home phone _____ yes _____ no

b) work phone _____ yes _____ no

Do you prefer to be called _____ at home _____ at work _____ both

If you have a second home phone number,
please list it here (____) _____

II. If the address of your close friend or family member (who we
can call if we have not been able to reach you) has changed,
provide the current information below.

NAME OF CONTACT: _____

CONTACT'S ADDRESS: _____

(Apt. No)

(City)

(Zip Code)

CONTACT'S HOME PHONE NO: (____) _____

CONTACT'S WORK PHONE NO: (____) _____

Please complete the other side now

III. If the claimant has died or is disabled or has become legally incompetent, please provide us with your name: _____

What is your address, and telephone numbers (home and work)

How are you related to the claimant? (Circle one)

Parent Relative Husband/Wife Friend Guardian Trustee

Signature of relative/friend/guardian

Please return this change of address form to us whenever any of the above information has changed.

JIM SACHER, REGIONAL ATTORNEY
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
LEGAL UNIT - HOUSTON DISTRICT OFFICE
1919 Smith Street, 7th Floor
Houston, Texas 77002-8049

LIST OF SUPPLIES

1. Answering Machine (full feature capability to leave lengthy information and message)
2. Computer system: IBM-PC or clone¹ (486 Computer with at least 4 MB RAM and 800 MB Hard Drive, .28 SVGA 14" monitor, 3.5" floppy drive, 14.4/9600 baud internal modem, 28.8K fax/modem; pre-loaded with Windows and MS-DOS 6.1 or above, communication and fax software, Word Perfect for Windows, personal information manager software, and recent version of Quattro Pro), dedicated printer and three year on-site service contract
3. 50 3.5," 2 mg computer disks
4. 4 four-drawer letter file cabinets or equivalent number of storage boxes (Avery or equivalent)
5. 5 boxes Avery white self adhesive laser copier labels (specific format to be specified)
6. 200 copies of the signed Consent Decree, with all attachments
7. 50 reams of photocopy paper*
8. 5 rubber stamps (text to be provided later)
9. 120 legal pads
10. 1,000 envelopes (manila flat mailing envelopes)*
11. 2,000 envelopes (4-1/8 x 9-1/2 No. 10 window)*
12. 20 carbonless duplicate message reporting pads (200 forms per pad)*
13. \$500 postage loaded to Commission postal meter
14. 1 large bottle of aspirin (generic)

* Unless otherwise noted, supplies to be delivered to the Commission's office within 90 days of the effective date. As to the items with an asterisk (*), 30% of the order will be provided within 90 days of the effective date, and then a portion of the balance will be delivered to the Commission on an as-needed basis.

¹ This computer will be dedicated to the case and not used for any other work. The computer system will be returned to the Company after the Decree expires.

LIST OF DATABASE/SPREADSHEET REPORTS

A. Regarding Distribution of Claims Forms

1. List of potential class members for whom the address updating service
 - a. Cannot obtain a current address
 - b. Has obtained two or more possible addresses with each such address

This list shall include the address identified in Randall's application or other record.

2. List of all potential class members who are sent notices to file a claim (Section 404C). A separate list will be provided regarding those claimants who are identified by the Commission pursuant to Section 402B.
3. List of all claimants whose Claims Forms are returned as undeliverable
4. List of all claimants who filed Claims Forms

As regards A2-4, the lists shall include each particular claimant's address.

B. Regarding Claimants Who Have Died or are Disabled (Section 305)

1. List of all claimants who have died
2. List of all claimants who are allegedly disabled

With regard to all claimants in B, provide the name, address and telephone numbers of the person who has filed the claim on their behalf as well as the name, address and telephone numbers of the person who is claimed to be the next of kin, heir, guardian and/or executor.

C. Regarding the Core Database

1. database report containing the data fields described in Section 302
2. List of claimants who applied for one or more covered positions (see Question 8 of Exhibit D, Questions 2h, i and j of Exhibit D-1, and Question 7 of Exhibit E)

D. The Following Reports Identify Claimants Who May Not be Qualified for Relief Pursuant to the Decree

EXHIBIT X

1. List of claimants who are not Black, Hispanic or Female
 2. List of claimants who did not file a written job application
 3. List of claimants who did not apply for one or more of the covered positions (Entry Level, and/or Grocery Department Manager Trainee)
 4. List of claimants who did not apply for one or more covered positions within the relevant applications window
 5. List of claimants who were not yet 16 at the time of their application to the Company
 6. Reserved
 7. List of claimants who were hired by the Company within four months of applying for a covered position within the applications window
 8. List of claimants who did not pass the PSI and the math test administered to him/her at the time of his/her initial application
 9. List of claimants who did not submit Claim Form
 10. List of claimants who did not submit Claim Form in timely fashion (Section 404B and E). This report shall include the date that the Claim Form was received from the claimant.
 11. List of claimants who did not submit Claim Form that is substantially complete (Section 404E)
 12. List of claimants who did not speak English adequately and who applied for covered Entry Level Jobs, or Grocery Department Manager Trainee
 13. List of claimants who did not seek employment at one or more of the stores listed in Exhibit H
- E.
1. List of claimants who applied at Store 8 between January 1, 1988 and October 2, 1988.
 2. List of claimants who applied at Store 29 between October 2, 1988 and May 24, 1990.

3. List of claimants who are not disqualified by their answers to any of the questions at D1 thru D13 above.

F. Regarding Qualified Claimants

1. Instatement

- a. List of qualified Grocery Department Manager Trainee (GDMT) applicants interested in instatement
 - 1. Where Claim Form's shortcomings justify instatement disqualification
 - 2. Where Claim Form does not justify disqualification
- b. List of qualified Entry Level (EL) applicants interested in instatement
 - 1. Where Claim Form's shortcomings justify instatement disqualification
 - 2. Where Claim Form does not justify disqualification
- c. List of offers of employment made by Company to qualified Entry Level claimants (Section 308) on a store-by-store basis
- d. List of offers of employment made by Company to qualified Grocery Department Manager Trainee claimants (Section 308) on a store-by-store basis

2. Failure to Instate

- a. List of GDMT applicants who were not selected by Company after screening
- b. List of EL applicants who were not selected by Company after screening

All instatement reports shall include the aggregate number of positions offered to date as well as the number of positions offered at each particular store.

3. Monetary Compensation

- a. List of payments made to qualified Entry Level (EL) applicants with separate exceptions list

- b. List of payments made to qualified Grocery Department Manager Trainee (GDMT) applicants with separate exceptions list
- c. List of payments made to qualified Entry Level (EL) applicants in lieu of offering an EL job with separate exceptions list
- d. List of payments made to qualified Grocery Department Manager Trainee (GDMT) applicants in lieu of offering a GDMT job with separate exceptions list
- e. Reports that provide the information set forth in Section 405C.

All monetary compensation reports shall include the aggregate amount of claims paid to date by class and in that particular disbursement. In the event that a qualified claimant has not deposited a settlement check or cashed it within the time periods set forth (in the Decree and in the Release of All Claims or the Release of in Lieu Claim), said event shall be separately reported.

The exceptions list will separately report for each particular claimant any of the following circumstances that are applicable to his or her claim:

- 1. The withholding of taxes from a backpay check.
 - 2. The fact that the payment does not constitute full settlement (in the event the appropriate backpay fund is not sufficient to satisfy full payment).
 - 3. The fact that payment has been made to an heir, trustee, guardian or other legal representative.
 - 4. The fact that the payment is less than the cap for that type of claim by reason of the fact that it has been paid to the heir or legal representative pursuant to the terms of the Consent Decree.
 - 5. The fact that the payment represents a second payment to the same claimant (see Exhibit L for the pour-over provisions from one backpay fund to another.)
- G. Regarding Claimants who File Claim Based on Applying to Stores 8 and/or 29 or Identify Potential Claimant (See Sections 404E and)
- 1. List of these claimants who do not contend that they applied within the respective application windows for each store.

2. List of these claimants who do contend that they applied within the respective application windows for each store.
3. List of all claimants who provide the name (or names) of another person (or persons) who the claimants believe applied to Store 8 and/or 29 for an Entry Level position.

H. General Procedures

Whenever data is entered and/or a list is created, to facilitate searching for claimants by last name, each claimant's last name shall constitute a separate field or, in the alternative, the last name shall be entered before the first name as in this example: Smith, John.

Whenever a list is provided, at a minimum, it shall include the unique claim number and name of the claimant, and the source document and reference for the criteria at issue. For example, regarding the list of claimants who are not Black, Hispanic or Female, that report may indicate that unless otherwise noted, the information was obtained from the claimants' answer to question ____ on the Claim Form.

The parties and all third party contractors will make conscientious efforts to transmit reports and data to each other efficiently and securely and shall endeavor to send these reports by modem to their respective computers. The dedicated computer system (described in Exhibit W) shall have the capability to send and receive data and word processing documents by modem and fax. Neither of the parties' computers shall have the authority or capacity to alter the original database developed and/or maintained by the third party contractor. All documents and reports shall be formatted in a consistent manner utilizing the type of software installed in the dedicated computer (or readily transformable into that software) to facilitate their downloading to the dedicated computer. By agreement of the parties, some of the reports listed above may be combined into aggregate reports, so long as distinct fields of data are preserved affording full database searching and querying capability.

I. Software

The software utilized to develop these reports must be fully compatible with Quattro Pro 6.1. At the Commission's option, the computer equipment provided to it shall include either a stand-alone or LAN versions of WordPerfect, WIN 6.0 or higher and Quattro Pro 6.1 or higher.

CONTENT OF PROGRESS REPORTS - SECTION 311

Unless otherwise noted with an asterisk (*), each report shall provide relevant information regarding its activities to satisfy each of the following provisions of the Consent Decree:

Section 105B Notice of changes in organizational structure, etc.

Section 107 Assurance that appropriate records are being made and maintained.

Section 201H Changes in Entry Level Jobs (also see Section 105B).

Section 301 Assurance of posting of notices.

Section 302A Provision of data on computer tapes.*

Section 302B Provision of updated applicant address list.

Section 304 Retention of applications for Entry Level and Grocery Department Manager Trainee;

Notice of intent to modify selection criteria;
Reiteration of its equal employment policies;
Utilization of certain placement sources;
Provision of copies of job descriptions.*

Section 306 Provision of EEO training and sending EEOC the attendance tapes.

Section 307 Identify EEO officer.

Section 309 Creating and retaining applicant plan reports.

Section 310 Record retention and provision to EEOC (when appropriate).

Section 311 All information noted therein.

Section 312 Assurance of posting of vacancy announcements.

Section 402 Mailing Claim Forms and associated tasks.*

Section 405 Notice to claimants that job interview is scheduled.

Section 405G Providing hiring activity lists to EEOC.

Exhibit W Delivery of supplies.*

EXHIBIT Z

Exhibit X Providing database reports.

*Depending on circumstances, might not need to be mentioned in more than one report.

The following list describes certain documents that may be provided by Randall's to the Commission (Section 311C).

1. Agreement between Randall's and the third party contractor.
2. Photocopies of all checks distributed to claimants.
3. Each periodic report will include a list of the expenditures made by the Company to fulfill claims administration undertakings pursuant to Section 406. In the event that the Company receives detailed bills from third party contractors who provide some or all of the entailed claims administration tasks, copies of those bills should be provided to the Commission. The parties acknowledge that part of the consideration that induced this settlement is that the Company would cooperate with the Commission in its efforts to determine the costs of entailed aspects of claims administration such as are set forth at Section 406.

IDENTITY OF THIRD PARTY CONTRACTORS

Mir-Fox and Rodriguez, P.C.
1300 One Riverway
Houston, Texas 77056

Richard Valdez, CPA
Principal

D. Raul Fernandez, CMC
Principal

Off. (713) 622-1120
Fax (713) 961-0625

Exhibit CC

LIST OF COMMUNITY ORGANIZATION & STATE EMPLOYMENT AGENCIES

Texas Workforce Commission

Houston Regional Office
Debra Smith, Regional Director
2040 North Loop West
Houston, TX 77098
(713) 956-4170 / FAX (713) 956-5938

National Association for the Advancement of Colored People (NAACP)

Keryl Smith-Douglas, Executive Director
2002 Wheeler Avenue
Houston, TX 77004
(713) 526-3389 / FAX (713) 630-2699

Houston Area Urban League

Sylvia K. Brooks, President
James Lacey, Manager of Operations
1300 Main, Suite 1600
Houston, TX 77002
(713) 759-9400 / FAX (713) 759-9717

League of United Latin American Citizens (LULAC)

Al Maldonado, Director District 18
c/o Latino Learning Center
3522 Polk
Houston, TX 77003
(713) 223-1391 / FAX (713) 222-2338

Houston Works

Houston Job Training Partnership Council

Terry Hudson, Executive Director
600 Jefferson, Suite 1300
Houston, TX 77002
(713) 654-1919 / FAX (713) 655-0715

SER Jobs For Progress

Herlinda Gonzales, Executive Director
6565 Rookin Street
Houston, TX 77074
(713) 773-6000 / FAX (713) 773-6010

Association for the Advancement of Mexican Americans (AAMA)

Acenete Flores, Program Director
204 Clifton
Houston, TX 77011
(713) 926-9491 / FAX (713) 926-2672
and
Gilbert Moreno, Executive Director
6001 Gulf Freeway, Bldg. B-3, Suite 165
Houston, TX 77023
(713) 926-7661 / FAX (713) 926-8035

Career and Recovery Resources, Inc.

Vernus Swisher, Chief Executive Officer
2525 San Jacinto
Houston, TX 77002
(713) 754-7000 / FAX (713) 754-7068

Houston Citizens

Alfred J. Calloway, President
2808 Wheeler Avenue
Houston, TX 77004
(713) 522-9745 / FAX (713) 522-5965

Clark Read Foundation

David Kahne, Legal Director
P.O. Box 66386
Houston, TX 77266
(713) 524-6021 / FAX (713) 526-7486

MISSED OPPORTUNITIES CHART

CLAIMANT POOLS (SHORTFALL)

	1988	1989	1990	1991	1992	TOTAL NO. OF SHORTFALL
I. Blacks						
A. Checker Number of Persons Entitled to Relief	225	105	89	78	26	523
B. Food Clerk Number of Persons Entitled to Relief	113	0	0	0	0	113
C. Non-Food Clerk Number of Persons Entitled to Relief	77	61	57	60	20	275
D.1 Stocker (Store 21 Only) January 1, 1988 - May 31, 1989 Number of Persons Entitled to Relief	7	3	0	0	0	10

MISSED OPPORTUNITIES CHART

CLAIMANT POOLS (SHORTFALL)

	1988	1989	1990	1991	1992	TOTAL NO. OF SHORTFALL
D.2 Stocker (All Stores Excluding Store 21) January 1, 1988 - April 30, 1989 Number of Persons Entitled to Relief	187	52	0	0	0	239
E. Produce Clerk Number of Persons Entitled to Relief	51	30	19	45	15	160
F. Sacker Number of Persons Entitled to Relief	193	116	156	212	71	748

EXHIBIT GG

MISSED OPPORTUNITIES CHART

CLAIMANT POOLS (SHORTFALL)

	1988	1989	1990	1991	1992	TOTAL NO. OF SHORTFALL
II. Hispanics						
A. Checker Number of Persons Entitled to Relief	206	171	159	144	48	728
B. Non-Food Clerk Number of Persons Entitled to Relief	82	49	14	37	12	194
C. Stocker Number of Persons Entitled to Relief	87	32	0	0	0	119
D. Sacker Number of Persons Entitled to Relief	194	144	157	79	26	600

EXHIBIT GG

MISSED OPPORTUNITIES CHART

CLAIMANT POOLS (SHORTFALL)

	1988	1989	1990	1991	1992	TOTAL NO. OF SHORTFALL
III. Females						
A. Sacker Number of Persons Entitled to Relief	109	120	168	122	41	560
B. Produce Clerk Number of Persons Entitled to Relief	30	30	30	22	7	119
C. Stocker Number of Persons Entitled to Relief	174	148	203	229	76	830

EXHIBIT GG

MISSED OPPORTUNITIES CHART

CLAIMANT POOLS (SHORTFALL)

	1988	1989	1990	1991	1992	TOTAL NO. OF SHORTFALL
IV. Grocery Department						
A. Management Training Program (Blacks) Number of Persons Entitled to Relief	4	2	0	0	0	6
B. Management Training Program (Females) Number of Persons Entitled to Relief	8	6	3	6	5	28

EXHIBIT GG