

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY))	
COMMISSION,))	
)	
Plaintiff,))	Civil Action No. 06-3828
v.))	(ADM/JSM)
)	
LAND O’LAKES, INC.,))	CONSENT DECREE
)	
Defendant.))	
_____))	

Introduction

Plaintiff Equal Employment Opportunity Commission (hereinafter the “Commission”) has instituted this action alleging that Defendant Land O’Lakes, Inc. instituted and maintained a policy in its Separation Agreement and Release that retaliated against certain of its employees by requiring terminated employees to agree that they had not filed a claim of discrimination with the EEOC and had no current intent to file such a claim. In its Complaint, the EEOC alleged that this violated the Age Discrimination in Employment Act of 1967 (“ADEA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Equal Pay Act (“EPA”).

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of the ADEA, Title VII and the EPA will be carried out by the

implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. Injunctive Relief

1. Defendant is enjoined from requiring as part of any agreement with employees that the employees will not file charges with the EEOC. Defendant will cease from instituting and maintaining a Separation Agreement and General Release, or any other similar agreement, which prohibits an employee from filing a charge with the EEOC or participating in an EEOC investigation or proceeding.

2. Within fifteen days of the entry of the Consent Decree or approval by the EEOC of the notice discussed in this paragraph, whichever is later, Defendant will send a notice, by certified mail to the last known address, to all former employees who, between April 1, 2004 and the present, signed an agreement that contained language prohibiting the filing of an administrative charge with the EEOC. The notice will inform the employees that any language contained in the release prohibiting the filing of an administrative charge with the EEOC has been severed from the remainder of the document. The employees will be advised that they have a right to file a charge of discrimination with the EEOC and participate

in EEOC proceedings without losing severance benefits or violating the agreement. The EEOC will review and approve the notice before it is mailed to the former employees.

3. Land O'Lakes, Inc. waives the limitation periods for filing a charge of discrimination with the EEOC for all former employees who, between April 1, 2004 and the present, signed an agreement that contained language prohibiting the filing of an administrative charge with the EEOC. Land O'Lakes, Inc. will advise the employees receiving the notice in subsection (2) that they have 300 days from the date of actual receipt of the certified letter (sent to the employees' last known addresses) to file a charge of discrimination with the EEOC. If after sending such a notice by certified mail, no receipt acknowledgment is returned, the measure of 300 days will begin on the date the notice is mailed.

4. Within 30 days of the entry of this Decree or approval by the EEOC of the notice discussed in this paragraph, Defendant will send out a notice by certified mail to any employee who was offered the agreement between April 1, 2004 and the present, and who refused to sign the agreement and with whom Defendant has not reached a subsequent agreement or otherwise paid the separation amounts. In the notice, Defendant will re-offer the previously offered separation benefits under the Separation Agreement and Release as revised. The amount offered by Defendant shall be no less than that which was previously

offered by Defendant. Defendant may offer a larger benefit in its discretion.

Employees who did not sign the separation agreement containing the waiver of charge filing rights will not have the 300-day charge filing period revived. The EEOC will review and approve the notice before it is mailed to the former employees covered by this Paragraph. The employee receiving such notice will have 45 days from the receipt of the offer to accept the offer. The 45 days will run from the date on the acknowledgment receipt of the notice, or from the date of mailing if no acknowledgment receipt is returned.

5. Land O'Lakes will provide the EEOC with a list of the names and addresses of all former employees who are sent the letters referred to in paragraph (2) as well as all former employees who are re-offered the separation benefits pursuant to paragraph (4). Land O'Lakes will submit a certification to undersigned counsel of the EEOC within fourteen days of its completion of its obligations under paragraphs (2) and (4) above. The EEOC shall receive copies of the letters sent by Land O'Lakes upon request.

6. Defendant will not retaliate against any employee or former employee for making a charge, testifying, assisting, or participating in an investigation, proceeding or hearing, or for exercising the right to oppose any practice made an unlawful employment action by the ADEA, Title VII, or the EPA.

II. Reporting

1. Within thirty (30) days of the entry of this Decree, Defendant shall prepare and submit to the undersigned EEOC attorney a letter indicating that it has complied with the provisions of this Decree.

2. During the term of this Decree Defendant shall allow representatives of the Commission to review Defendant's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises. Such review of compliance shall be initiated by written notice to the Defendant's attorney of record at least seven (7) business days in advance of any inspection of a Defendant's documents or premises.

III. Term and Effect of Decree

1. This Decree constitutes the full, final and complete resolution of the EEOC's claim that Land O'Lakes, Inc. violated the ADEA, Title VII, and the EPA by retaliating against former employees by requiring that they waive their right to file a charge with the EEOC as a condition of receiving severance pay. This Decree does not resolve the issue of whether the Separation Agreement is valid in other respects, or whether a party could assert that the agreement is invalid in future proceedings.

2. This Decree shall be for a period of two years and can only be extended for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.

3. Each party shall bear that party's own costs and attorneys fees.

BY CONSENT:
FOR DEFENDANT:

Dated: January 25, 2007

s/Ellen G. Sampson
Ellen G. Sampson
Leonard, Street and Deinard
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
(612) 335-1698

BY CONSENT:
FOR PLAINTIFF:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

RONALD S. COOPER
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

1801 L Street, N.W.
Washington, DC 20507

JOHN C. HENDRICKSON
Regional Attorney

JEAN P. KAMP
Associate Regional Attorney

Chicago District Office
500 West Madison Street, Suite 2800
Chicago, IL 60661
(312) 353-8550

Dated: 1/24/07, 2007

s/Laurie A. Vasichek
LAURIE A. VASICHEK (#0171438)
Senior Trial Attorney
Minneapolis Area Office
330 Second Avenue South, Suite 430
Minneapolis, MN 55401
(612) 335-4061
laurie.vasichek@eeoc.gov