

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

vs.

TRI-SPUR INVESTMENT COMPANY, INC.,
dba SBARRO'S ITALIAN EATERY,

Defendant.

**SETTLEMENT AGREEMENT
BETWEEN PLAINTIFFS AND
DEFENDANT TRI-SPUR
INVESTMENT COMPANY, INC.**

CRYSTLE COLLINS,

Plaintiff in Intervention,

vs.

TRI-SPUR INVESTMENT COMPANY, INC.,
et al.,

Defendants.

Civil No. 2:00CV00774B

Judge Dee V. Benson

Magistrate Judge David Nuffer

The Equal Employment Opportunity Commission ("EEOC or Commission") is the Plaintiff ("Plaintiff") in this action against Tri-Spur Investment Company, Inc., dba Sbarro's Italian Eatery ("Defendant") under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. ("Title VII"). Plaintiffs allege Defendant discriminated against Cindy Harris, Christine Byrne, and Crystle Collins, who is also a Plaintiff Intervenor in this matter ("Charging Parties"),

and a class of other women. The class includes Lisa Farnsworth West, Tonya Thompson and Pam Warfield (Charging Parties and class members are collectively referred to herein as "Class Members"), and relief is sought for alleged unlawful sexual harassment and alleged retaliation.

Tri-Spur has at all times vigorously defended this action and continues to assert that it has not engaged in unlawful discrimination, sexual harassment, or retaliation and is agreeing to this Settlement Agreement solely to avoid the cost of trial. The Settlement Agreement does not constitute an admission of liability by the Defendant, nor an adjudication on the merits of the allegations in the Complaint.

Plaintiffs and Defendant do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law.

In the interest of resolving this matter as between the Plaintiffs and Defendant and as a result of having engaged in settlement negotiations, the Plaintiffs and Defendant have agreed that the claims should be resolved finally by filing of this Settlement Agreement and an Order of Dismissal.

It is hereby Agreed by the parties to the following:

1. This Settlement Agreement resolves all claims of the Plaintiffs and Class Members, including but not limited to back pay, front pay, compensatory damages, interest, injunctive relief, attorney's fees, and costs arising out of the issues in this lawsuit.

2. In order to ensure continued compliance with the mandates of Title VII, Defendant agrees that its managers and employees will continue to be advised that workplace sexual harassment is not acceptable conduct. Defendant further agrees to continue to maintain

for the duration of this Settlement Agreement a policy prohibiting such conduct and setting forth appropriate mechanisms for reporting complaints of harassment to management. Defendant will continue to ensure that applicants and employees complaining of sexual harassment are not subject to discrimination because he or she: (i) opposes or opposed discriminatory practices made unlawful by Title VII; (ii) files or filed a charge of discrimination or assists or has assisted or participates or is participating in the filing of a charge of discrimination; or (iii) assists, assisted, participates or participated in an investigation or proceeding brought under the Federal or State laws prohibiting discrimination or retaliation.

In sum, Defendant will continue to carry out policies and practices that help assure a work environment free from sexual harassment of its employees and that will continue to allow employees to raise concerns or complaints about matters made unlawful by Title VII without retaliation.

3. Defendant shall make payment to Class Members within ten (10) days of execution of this Settlement Agreement and the execution by all Class Members of individual Settlement Agreements and Releases. The aggregate amount paid to class members shall be the gross sum of Eighty Thousand Dollars (\$80,000.00) plus additional consideration as agreed by Plaintiff, Defendant and Class Members. The aggregate of the \$80,000.00 and additional consideration shall be referred to as the "Settlement Amount."

4. Defendant shall pay the Settlement Amount to the Class Members as set forth in each Class Member's individual Settlement Agreement and Release.

5. In furtherance of its public education mission, the Commission will issue one press release regarding this case. The press release will acknowledge Defendant's denial of the claims asserted in this action and its continuing commitment to prohibit discrimination. The EEOC will only disclose information that is a matter of court record, including the terms stated in this Settlement Agreement.

6. For two years following the execution of this Settlement Agreement, Defendant agrees to continue posting in its Utah Sbarros Italian Eatery restaurants a copy of its sexual harassment policy. This policy shall be posted in both Spanish and English at a location in the business frequented by employees.

7. Defendant agrees to continue to provide training to its Utah Sbarros Italian Eatery restaurant employees, supervisors, and managers in the State of Utah on sexual harassment and retaliation.

A. Defendant shall present once a year in each of Defendant's Utah Sbarros Italian Eatery restaurants a live or a videotaped presentation on the prevention of sexual harassment. New supervisory personnel shall view the videotape or attend a live training session within thirty days of commencing employment. Defendant may have multiple videotaped training sessions to accommodate staffing needs.

B. The training shall include the subjects of what constitutes sexual harassment and retaliation; how to provide a work environment free from sexual harassment and retaliation; and to whom and by what means employees may complain if they feel they have been subjected to sexual harassment or retaliation in the workplace.

8. Defendant's written policies concerning sexual harassment and retaliation (a) shall continue to conform with the law, including the identification and contact information for specific individuals to whom employees may report allegations of sexual harassment; (b) shall contain assurances that Defendant will thoroughly investigate sexual harassment allegations promptly, fairly, and impartially; (c) shall contain assurances that appropriate corrective action will be taken by Defendant to eradicate sexual harassment; and (d) shall be distributed to all employees of Defendant's Utah facilities within thirty (30) days of the approval of this Settlement Agreement, and to new employees when hired. These policies shall be reissued, in English and Spanish, to each employee once a year for the term of this Settlement Agreement.

9. Defendant shall not retain documents related to the investigation of sexual harassment complaints in the personnel file of any employee who complains of harassment. All disciplinary actions taken against employees, supervisors, and managers of Defendant's Utah facilities for violation of Defendant's sexual harassment policy shall be retained in that employee's personnel file when a violation is found and discipline is imposed.

10. Defendant shall report in writing to the Regional Attorney of the Commission's Phoenix District Office at 3300 N. Central Ave., Suite 690, Phoenix, Arizona 85012, beginning six (6) months from the date of the approval of the Settlement Agreement, and thereafter every six (6) months for the next two years the following information:

A. A copy of Defendant's policies regarding sexual harassment and retaliation.

B. Any changes, modifications, revocations, or revisions to Defendant's policies which concern or affect the subject of sexual harassment or retaliation.

C. A certification that all employees have received training in accordance with this Settlement Agreement.

D. Confirmation that Defendant's policies have been posted as required by this Settlement Agreement.

11. Except as otherwise provided herein or in the individual Settlement and Release Agreements executed by the Charging Parties, the parties shall each bear their own costs and attorneys' fees.

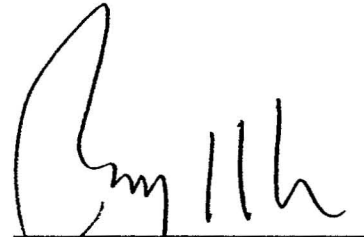
12. The duration of this Settlement Agreement shall be two (2) years from approval by the Court of this Settlement Agreement. However, the obligations under this Settlement Agreement will terminate earlier if controlling ownership of Defendant's Utah Sbarro's Italian Eatery Restaurants is transferred to any new and non-related owner. The parties agree that this matter can be dismissed upon execution of this Settlement Agreement. A copy of the Order of Dismissal approved by all counsel is attached as Exhibit C. The Court shall retain jurisdiction over this action for the duration of the Settlement Agreement for the limited purpose of enforcing the Settlement Agreement. During this time Plaintiff, Defendant or any Charging Party may petition this Court for compliance with this Settlement Agreement in accordance with law. This Settlement Agreement shall expire by its own terms at the end of twenty-four months from the date of approval of the Court, without further action by the Court.

13. The parties agree to submit this Settlement Agreement to the Court for its consideration and approval by entry of the attached or other Order deemed appropriate by the Court.

DATED this 26th day of JANUARY, 2004.

APPROVED AND CONSENTED TO:

Mary Jo O'Neill
C. Emanuel Smith
Sandra Padegimas
Loretta Medina
Equal Employment Opportunity Commission
Phoenix District Office
3300 North Central Avenue, Suite 690
Phoenix, Arizona 85012-9688
(602) 640-5061




Roger H. Hoole
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(801) 272-7556

Attorneys for Plaintiff in Intervention

Attorneys for Plaintiff

Feb. 13, 2003



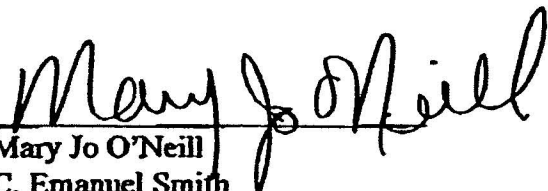
Mary Anne Q. Wood
Kathryn O. Balmforth
Wood Crapo LLC
60 East South Temple, Suite 500
Salt Lake City, UT 84111
(801) 366-6060

Attorneys for Defendant

13. The parties agree to submit this Settlement Agreement to the Court for its consideration and approval by entry of the attached or other Order deemed appropriate by the Court.

DATED this ____ day of _____, 2004.

APPROVED AND CONSENTED TO:


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C. Emanuel Smith
Sandra Padegimas
Loretta Medina
Equal Employment Opportunity Commission
Phoenix District Office
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(801) 366-6060

Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of February, 2004, I caused a true and correct copy of the foregoing ***SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND DEFENDANT TRI-SPUR INVESTMENT COMPANY, INC.*** to be delivered in the manner indicated as follows:

Mary Jo O'Neill **(VIA FIRST CLASS MAIL)**
C. Emanuel Smith
Sandra J. Padegimas
Equal Employment Opportunity Commission
Phoenix District Office
3300 N. Central Avenue, Suite 690
Phoenix, AZ 85012-9688

Loretta Medina **(VIA FIRST CLASS MAIL)**
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Salt Lake City, Utah 84124

Attorneys for Intervening Plaintiff, Crystle Collins

A handwritten signature in cursive script, appearing to read "Kathryn C. Roberts", is written over a horizontal line.

FILED

13 FEB 04 AM 11:10

DISTRICT OF UTAH

BY:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

vs.

TRI-SPUR INVESTMENT COMPANY,
INC., dba SBARRO'S ITALIAN EATERY,

Defendant.

ORDER OF DISMISSAL

Civil No. 2:00CV00774B

Judge Dee V. Benson

Magistrate Judge David Nuffer

CRYSTLE COLLINS,

Plaintiff in Intervention,

vs.

TRI-SPUR INVESTMENT COMPANY,
INC., *et al.*

Defendants.

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action against Tri-Spur Investment Company, Inc., dba Sbarro's Italian Eatery, to enforce Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981(a). Crystle Collins intervened in the action.

The parties have reached a settlement of this matter resolving all claims of the

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Commission and Plaintiff-Intervenor against Defendant arising out of the issues in this lawsuit.

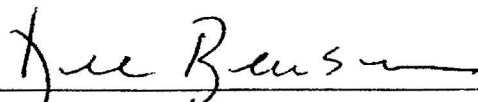
The terms of the settlement are set forth in the Settlement Agreement attached as Exhibit A.

It is hereby **ORDERED** that the parties abide by the terms of the attached Settlement Agreement. The Court shall retain jurisdiction over any action to enforce the Settlement Agreement for two years following the entry of this Order.

It is further **ORDERED** that this action is dismissed with prejudice, with each party to bear its own costs and attorneys' fees incurred in this action as of the date of the entry of this order.

DATED this 13th day of Feb., 2004

BY THE COURT:

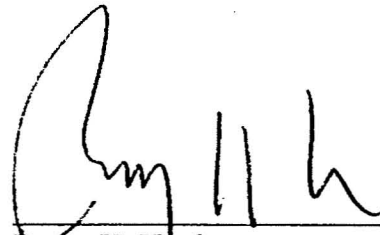


The Honorable Dee V. Benson
United States District Court Judge

APPROVED AND CONSENTED TO:

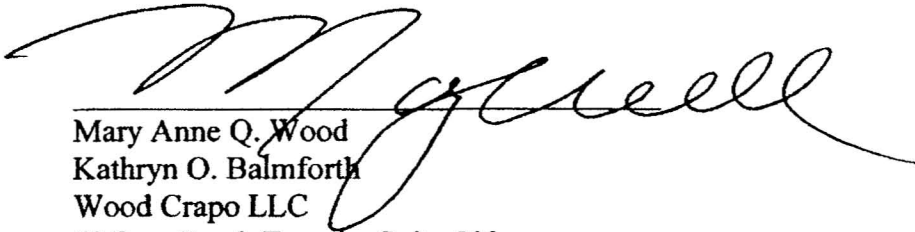
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Attorneys for Plaintiff



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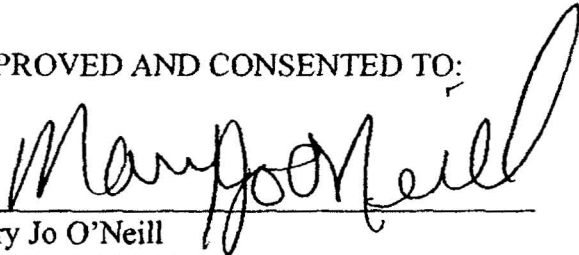
Attorneys for Plaintiff in Intervention



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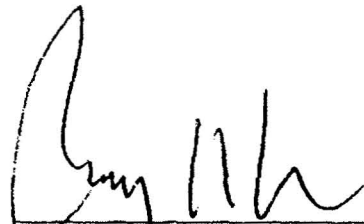
Attorneys for Defendant

APPROVED AND CONSENTED TO:



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Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of February, 2004, I caused a true and correct copy of the foregoing ***ORDER OF DISMISSAL*** to be delivered in the manner indicated as follows:

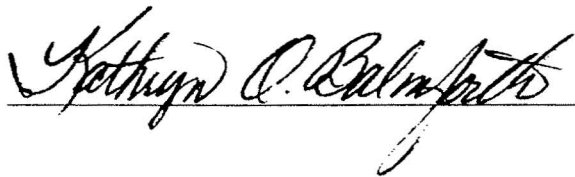
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U.S. DISTRICT COURT - UTAH

To: Sandra J. Padegimas
Fax Phone: 8,602,6405009

cc: MJD, CES, SP

From: US District Court - Utah
Phone: (801) 524-6106

FEB 13 2004

Sent on: 02/13/04 02:36 PM MST

Total Pages (including cover): 8

Comments:

Regarding Case: 2:00-cv-00774

Attached is an order/judgment entered in the above case

If fax transmission is incomplete, please call number above
and ask for Ms. Ruth Kawashima.

United States District Court
for the
District of Utah
February 13, 2004

* * CERTIFICATE OF SERVICE OF CLERK * *

Re: 2:00-cv-00774

True and correct copies of the attached were either mailed, faxed or e-mailed by the clerk to the following:

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