IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JANICE DUMAS, Plaintiff, v. TYSON FOODS, INC., et al, Defendants.	)	CASE NO.: CV93-C-2688-S

BRENDA D. GILBERT, Plaintiff, v. TYSON FOODS, INC., a corporation, Defendant.	)	CASE NO.: CV-98-C-2306-S

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. TYSON FOODS, INC., Defendant.	)	CASE NO.: CV98-P-2934-S

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. HUDSON FOODS, INC. and TYSON FOODS, INC., A Successor Corporation. Defendants	)	CASE NO.: 99-AR-0560-S

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CONSENT DECREE

I. INTRODUCTION

This Consent Decree has been voluntarily entered into between Plaintiffs Janice Dumas, Brenda Gilbert, Gheila Allen, the claimants identified at Exhibit "A" hereto (hereinafter "Plaintiffs") the U.S. Equal Employment Opportunity Commission (hereinafter "EEOC"), and Defendant Tyson Foods, Inc. (herein "Tyson"), and has been submitted to the United States District Court for the Northern District of Alabama (Southern Division) by joint motion for approval. This Decree fully and finally resolves all of the litigation now pending between the parties, except as expressly indicated herein.

II. LITIGATION BACKGROUND

This action was commenced in this Court against Tyson on September 14, 1998, by the complaint of Brenda Gilbert. *Gilbert v. Tyson Foods, Inc.*, CV-98-RRA-2306-S ("Gilbert"). On November 24, 1998, the Equal Employment Opportunity Commission ("EEOC") filed a complaint on behalf of Sherri Knight in *EEOC v. Tyson Foods, Inc.*, CV-98-P-2688-S. Pursuant to motions by plaintiffs and the EEOC, all cases were consolidated with the case of *Dumas v. Tyson Foods, Inc., et al.*, CV-93-C-2688-S (hereinafter "*Dumas*"), in which final judgment had been reached by issuance of judgments which included injunctions dated November 5, 1995 and November 8, 1995. The *Dumas* injunctions are comprised of general prohibitory provisions which order Tyson not to maintain a hostile work environment and not to retaliate because of opposition to sexual harassment complaints at its Blountsville, Alabama processing plant. On March 9, 1999, the EEOC filed a second lawsuit against Hudson Foods, Inc., and against Tyson as a Successor to Hudson Foods, Inc.

(Civil Action No.: 99-AR-0560-S). The complaint alleged that Tyson violated Title VII by retaliating against Sherri Knight by giving a retaliatory negative reference to Hudson Foods, Inc., and that Hudson Foods, the predecessor corporation, subsequently discharged Sherri Knight from its Albertville, Alabama, plant in retaliation for her participation in a Title VII proceeding against Tyson. This lawsuit also was consolidated with the *Dumas* case. On April 22, 1999, Tyson filed its Answers to both EEOC Complaints (herein "EEOC"), denying the allegations contained therein, except that Tyson admitted its status as a successor corporation in the lawsuit filed against the Albertville facility.

During the pendency of this litigation, the EEOC also issued Letters of Determination in the EEOC Charges of other Tyson employees at the Blountsville Plant. Those Charges are: Jacqueline Armstrong, Charge No. 130-99-1189; LaShan Lee, Charge No. 130-98-0712, 130-98-2017, 130-96-1464; Brenda Swiney, Charge No. 130-98-0713; Caryl Messer, Charge No. 130-96-1464; Dorothy Beasley, Charge No. 130-98-1515; Cordell Miller, Charge No. 130-98-1691 and Rebecca Foster, Charge No. 130-99-1347. The EEOC letters of determination stated that there was reasonable cause to believe that Tyson had engaged in individual and class-wide retaliation against persons who participated in the Title VII process or otherwise engaged in activity they believed to be protected under Title VII, as well as class-wide sexual harassment and sex-based harassment and constructive discharge under Title VII. Tyson disputed the EEOC's findings in its Letters of Determination and pledged a vigorous defense of the pending and potential additional lawsuits which may have arisen from said findings.

On February 16, 1999, plaintiffs in *Dumas* filed a motion for issuance of an order to show cause why Tyson should not be held in contempt of court for alleged violations of the 1995

injunctions, and pursuant thereto on April 15, 1999, this Court ordered a hearing to be scheduled for May 4, 1999. From the period between issuance of the show cause order and the scheduled hearing, the parties conducted extensive formal and informal discovery, including the production by Tyson of thousands of pages of documents, depositions of experts hired by the parties to review efforts of Tyson to comply with the *Dumas* injunctions, depositions of current and former employees and the interviewing of several dozen members of management and hourly employees and former employees from the Blountsville plant. (The parties announced ready for the scheduled hearing and the Court notes that counsel for the parties are known to the Court as experienced employment law attorneys with reputations for thoroughness and diligence on behalf of their clients.) Pursuant to agreement of the parties, said hearing was adjourned after the parties announced ready, and this case was assigned by Court Order to mediation. The Honorable Hunter R. Hughes, an Atlanta employment lawyer with 28 years experience in the field, served as the mediator. The parties engaged in mediation on June 10 and 11, 1999 in Atlanta, Georgia after exchanging extensive written position statements and engaging in numerous discussions preliminary to the formal mediation sessions. Said mediation was attended by counsel for the EEOC, counsel for plaintiffs, counsel for Tyson and Tyson's top management officials.

The Parties, being aware of the risks, uncertainties and costs of continued litigation, are now desirous of resolving the aforesaid lawsuits, as well as the above identified charges of discrimination, through this Consent Decree.

The Parties further agree that this Decree constitutes the complete agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this

Decree and approved by the Court or ordered by the Court. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree.

III. GENERAL PROVISIONS

A. This Court has full jurisdiction of the parties and of the subject matter of this action under Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e, *et. seq.*, 28 U.S.C. §1331, 28 U.S.C. §1343 and 28 U.S.C. §1367 . This Court will retain jurisdiction over this injunction for three years from the date of this Decree, subject to the provisions of Section III(F) below, so that any dispute arising out of the administration of this Decree can be resolved.

B. Nothing herein shall be deemed to be an admission by Tyson that it has at any time, place or in any manner whatsoever violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.2000e *et seq.* (Title VII), or that it has violated any other state or federal law or that it has violated any other theory of liability raised in the lawsuits or demands of any of the parties.

C. Upon entry of this decree, the complaint in *Gilbert*, the *EEOC* complaints, and all EEOC charges by the individual claimants offered compensation pursuant to this Decree shall be dismissed with prejudice, with all costs taxed as paid. However, the injunctions in *Dumas* shall be supplanted and superceded in their entirety by the Decree. The Court shall retain jurisdiction over this settlement only to the extent specified in this Consent Decree. All individual claimants, charging parties and plaintiffs listed at Exhibit "A" agree to execute individual releases of all claims against Tyson, except for workers' compensation claims and any claims to vested rights in any existing employee benefit plans, which are expressly excluded from this Decree.

D. The Parties agree that this Decree and previous orders and findings in the litigation and Letters of Determination described above shall not constitute an adjudication and/or finding on the merits of the case or a finding of contempt in *Dumas*, and shall not be used as evidence of liability, *res judicata,* or collateral estoppel in any other legal proceeding against Tyson, or against Tyson Foods, Inc. as a Successor Corporation to Hudson Foods, Inc. Note: Nothing in this paragraph is intended to modify the legal effect of the jury verdict in the 1995 *Dumas* trial.

E. This Decree constitutes a complete resolution of all claims of retaliation, sexual harassment, sex-based harassment, race discrimination and/or constructive discharge under Title VII and all related state law claims that were made or could have been made by the Plaintiffs or by the EEOC in these actions on behalf of the Charging Parties in the EEOC charges identified herein. The EEOC and Tyson further agree that this Decree does not, however, resolve any charges that may be pending with the EEOC other than the charges specifically referred to in this Decree or those that may be released by eligible claimants receiving compensation under the terms of this Decree.

F. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes of enforcing compliance with the Decree. Accordingly, this Decree shall expire and shall be without force and effect three (3) years from the date of entry of this Decree. Upon the expiration of one (1) year from the date of this Decree and with the recommendation of the Monitor (as described hereinafter), Tyson may petition the Court, after a face-to-face consultation with the EEOC and counsel for Dumas, for the early dissolution of the Decree. Similarly, prior to the expiration of three (3) years from the date of entry of this Decree, and with

the recommendation of the Monitor, plaintiffs or the EEOC may petition the Court, after a face-to-face consultation with the other parties, for an extension of the decree beyond the initial three (3) year duration contemplated in this Decree.

G. Nothing in this Decree shall be construed as constituting a waiver, settlement, or resolution to the claims of Larry R. Mann, Esq. or of Alicia Haynes, Esq. for attorneys' fees and costs, a petition for which is presently pending before the Court in the matter of *Dumas v. Tyson Foods, Inc.*, CV-93-C-2688-S, and, further, this provision constitutes an express reservation of those claims.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is FURTHER ORDERED, ADJUDGED AND DECREED THAT:

IV. SPECIFIC PROVISIONS

A. Monetary Relief

1. As monetary consideration for settlement of the claims of the individuals listed at Exhibit A, Tyson, will pay a total of two million nine hundred fifty thousand dollars ($2,950,000.00) in compensatory damages, fees and expenses in two equal installments. The first installment shall be paid by the date specified in paragraph IV(A)(3), below. The second installment shall be due and payable on July 1, 2000 and in the same manner. This exhibit will be sealed by the Court and its contents, including the settlement and the distribution thereof, are agreed to be subject to absolute confidentiality. The Court will have the authority to enforce this provision directly without resort to the provisions of Article IV, (F) of the Decree. However, nothing in this provision shall preclude the EEOC from reporting the terms of the settlement internally and as required by law.

2. The individuals listed in Exhibit "A" shall be required as a condition of receipt of any monetary payment to sign a Release as agreed to by the parties and upon the advice of their counsel.

3. Tyson shall forward all payments under this Decree, as stipulated to by the parties, to the attorneys of record by hand delivery or wire transfer within three (3) business days of approval of this Decree by the Court, provided, however, that no money shall be released to any plaintiff until Tyson receives the original signed releases referred to above, or as otherwise stipulated to by Tyson and counsel of record. Counsel for plaintiffs will certify satisfaction of said payments to the Court as a condition of receipt.

4. Within thirty (30) days after receipt of the original signed releases, Tyson shall forward the following to Eunice Holt Morrow, Senior Trial Attorney, EEOC, Birmingham District Office, 1900 Third Avenue, North, Birmingham, Alabama 35203: 1) a copy of all checks paid; and 2) documentation of issuance and receipt of the checks having been mailed. Within thirteen (13) months of the signing of this Decree, Tyson shall forward to Eunice Holt Morrow or her successor: a) a copy of all checks paid; and b) documentation of issuance and receipt of the second checks having been mailed.

5. EEOC and Tyson shall each be responsible for their own attorney's fees and costs of court.

B. Monitor

1. Appointment of an Independent Monitor and Compensation.

The parties agree to the appointment of an Independent Monitor (herein "Monitor") who shall have the duties described herein. The Monitor shall be compensated by Tyson at $ 225.00 per

hour and be reimbursed for reasonable and customary expenses associated with the duties described herein.

2. Identity of Monitor and Procedure for Appointment of Replacement.

The Court approves the request of the parties to appoint the Honorable John C. Falkenberry, a Birmingham attorney with 29 years experience in employment and labor disputes, as the Monitor. In the event that Mr. Falkenberry resigns or becomes incapacitated, counsel for the parties shall confer within thirty (30) days of the date of the vacancy and attempt to agree upon a replacement who shall be presented to the Court for approval. In the event counsel for the parties are unable to agree upon a recommended replacement within forty-five (45) days of the date of the vacancy, counsel shall each submit a list of three names along with a description of qualifications to the Court. The Court shall appoint a Monitor from the names submitted or the Court may select another qualified person within thirty (30) days of submission of names to the Court. During the period of the vacancy, the EEOC shall appoint one of its senior trial attorneys from the Birmingham District Office to serve as interim Monitor, but said attorney shall have only the duties ascribed to the Monitor for meeting with dissatisfied complainants – i.e., the interim Monitor shall not have the duty of preparing or reviewing periodic reports contemplated herein.

3. Duties of the Monitor.

The Monitor shall have two duties: (a) reviewing and reporting on compliance efforts; and (b) consulting with dissatisfied employees who have taken advantage of the internal complaint resolution procedure described herein but who are not satisfied with Tyson's handling of the complaint.

4. Monitor's Periodic Review and Reporting of Compliance with Decree.

The Monitor will be responsible for evaluating and reporting upon Tyson's compliance with this Decree and to assist the parties in establishing an effective complaint reporting procedure.

On a semi-annual basis, starting six (6) months after entry of this Decree, Tyson shall supply the Monitor with a detailed summary of its efforts to comply with the Decree and a detailed summary of complaints made, investigations undertaken, remedial action taken, if any, and the position of the complaining party as to the effectiveness of the remedial action taken, if any. Tyson shall also make available for the Monitor's inspection all documents underlying the complaints and investigations on a timely basis.

On a semi-annual basis, and within thirty (30) days of receipt of Tyson's semi-annual report, the Monitor shall prepare and provide to Tyson, the EEOC and counsel for the plaintiffs a draft report describing its compliance with the terms of the Decree and a summary of the effectiveness of Tyson's response to sexual harassment complaints. Tyson shall have thirty days to consult with the Monitor concerning the draft report and to provide any additional commentary or information to the Monitor. Thereafter, and within fifteen (15) days, the Monitor shall submit a final report to the Court and the EEOC. Within fifteen (15) days thereafter, Tyson shall supply the EEOC and the Court with a statement contesting any findings of the Monitor and/or a statement concerning actions it intends to take to correct any deficiencies in compliance that are noted in the final report.

C. Non-monetary Relief

1. Notices.

Tyson shall immediately post the Notice attached hereto as Exhibit "B" in a prominent and

conspicuous place, visible to all employees at the Blountsville, Alabama, facility for as long as this Decree shall remain in force and effect.

2. "Zero Tolerance" Policy

Tyson, affirms the following "Statement of Zero-Tolerance Policy and Equality Objectives":

> Tyson Foods, Inc., is firmly committed to developing and maintaining a zero-tolerance policy concerning sexual harassment, sex-based harassment and retaliation against individuals who report harassment in the workplace or otherwise participate in the investigation or litigation of Title VII proceedings; to swiftly and firmly responding to any acts of sexual harassment or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of sexual or sex-based harassment or retaliation; to eradicating any vestiges of a work environment that is hostile to women, and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

Neither this paragraph nor any other portion of this decree creates any contractual causes of action or other right that does not otherwise exist under state and federal law.

3. Tyson's Policies Adopted.

Tyson shall continue its implementation and maintenance of enforcement procedures for the company "Policy Statement on Harassment" ("The Anti-Harassment Policy" hereto attached as Exhibit "C"). Tyson shall within sixty days (60) of the entry of this Decree revise and redistribute the Spanish language version of the policy to its Spanish-speaking workforce in the Blountsville Plant and certify to the Monitor and the EEOC that the Spanish language version has been reviewed and approved by a qualified Spanish language interpreter. Tyson may amend the Anti-Harassment Policy from time to time as it may deem necessary, as long as the amended policy has the same substantive import as the present Anti-Harassment Policy and is reasonably designed to achieve the

same effect as the present Anti-Harassment Policy in meeting the purposes of this Decree. Prior to implementing an amended policy, Tyson shall provide the Decree Monitor and EEOC with notice and a copy of its proposed amendment and a statement of the reasons for the amendment for their information and comment.

Tyson's Anti-Harassment Policy attached hereto as Exhibit "C" applies to harassment on the bases of race and gender and to retaliation. The provisions of the preceding paragraph apply only to the "sexual harassment" and "retaliation" provisions of the Anti-Harassment Policy.

4. Internal Complaint Procedure.

a. General Description and Statement of Employee's Responsibility.

Employees in the Blountsville Plant shall have the option of using the internal complaint procedure set forth at subparagraph b., *infra*, to resolve disputes concerning sexual harassment and retaliation after they have made a complaint under the procedures set forth in Exhibit "C," or of exercising their rights under Title VII by pursuing their claims through the EEOC and exercising whatever other remedies exist within the state and federal court systems. Tyson's posted sexual harassment policies, procedures and training materials shall continue to advise all employees of their obligation to report sexual harassment. Under the terms of this Decree, personnel vested with authority to investigate and remediate include both the two or three Sexual Harassment Investigators ("HI's") at the Blountsville plant and Tyson's toll-free HELP LINE. The initial complaint of harassment shall be made through one or both of these channels as set forth in Exhibit "C". Nothing in this procedure shall be construed as prohibiting an employee from bypassing the internal procedure and taking his or her complaint directly to the EEOC. However, the failure of an employee to use the internal procedures through the stage of meeting with the Monitor (in order to

address dissatisfaction with the manner in which Tyson handled the complaint) may have adverse legal consequences, as provided by law, on the complaining employee's allegation that Tyson is legally liable for failing to maintain and/or implement an effective sexual harassment policy and procedure. This procedure and the grievance procedure at (b) below shall apply to all complaints covered by its provisions based on facts which occur during the terms of this decree.

b. Internal Complaint and Grievance Procedure. Employees who have presented their complaints to the Harassment Investigator ("HI") under Exhibit "C" and who are dissatisfied with the result may take advantage of the final and binding internal complaint and grievance procedure set forth below. The employee shall be given a copy of this procedure prior to making the election to utilize it. The procedure shall include notice of the one hundred eighty (180) day filing period for EEOC Charges. At the time the employee elects to enter "Step Three" of the internal complaint and grievance procedure, the employee shall sign an agreement to use the procedure as the sole and only remedy for the resolution of the complaint or complaints of sexual harassment and/or retaliation. The procedure is as follows:

STEP ONE: Internal Grievance Appeal to Corporate Headquarters. Within seven (7) days of receiving the results of the HI's report by the complaining employee regarding the outcome of the investigation and the remedial action taken, if any, the complaining employee may notify the Corporate Human Resources Director ("CHRD"), or the CHRD's designee, that he or she is dissatisfied with the outcome. At the time the results are reported to the complaining employee, he or she shall be given a form describing the internal complaint procedure and the right to appeal to the CHRD. The complaining employee

shall notify the CHRD by one of two methods: (1) the complaining employee may check a box on the form and have it sent via facsimile by the HI; or, (2) the complaining employee may call the CHRD.

The CHRD shall review the action taken by the HI and, within seven (7) days, render a written decision regarding the action to be taken, which may include affirming the decision, reversing the decision, or modifying the decision. In the event the complaining employee seeks additional or different remedial action with regard to the accused employee, the accused employee shall be notified in writing by the CHRD and allowed the opportunity to provide information to the CHRD regarding the matter.

STEP TWO: Appeal to Independent Outside Monitor. If the complaining employee is not satisfied with the decision of the CHRD, he or she shall notify the CHRD in writing or by phone within seven (7) days of receipt of the CHRD's decision, and the matter shall be referred to the Monitor within seven (7) days of the employee's notice. Tyson shall provide the Monitor with its written report of the investigation, underlying investigatory materials, and whatever other materials Tyson believes are necessary to educate the Monitor about issues relating to the grievance. The same materials shall be provided to the complaining and accused employees. The Monitor shall schedule a meeting of the parties within twenty-one (21) days of receipt of the report and materials received. The Monitor may extend the time for the meeting if his schedule requires a longer period, but the extension shall not exceed fourteen

(14) days. The Monitor shall meet with the complaining employee and Tyson's representative separately or together as the Monitor deems appropriate. The Monitor shall make a recommendation regarding the grievance to the employee and Tyson. However, neither Tyson nor the employee is required to accept the Monitor's recommendation. The Monitor's recommendation shall be communicated to the EEOC, the complaining employee and Tyson within seven (7) days of the face-to-face meeting. At this time, the Monitor shall provide the complaining employee with a copy of the American Arbitration Association ("AAA") Rules For Employment Dispute Resolution ("AAA Rules") and explain the option of arbitration and the option of filing a Charge of Discrimination with the EEOC. In the event the Monitor recommends to Tyson that it modify or reverse its decision, Tyson shall notify the complaining employee and the Monitor in writing within seven (7) calendar days as to whether it will accept the Monitor's recommendation. Within twenty-one (21) days of Tyson's notice to the complaining employee and the Monitor of its decision whether to accept the recommendation of the Monitor, or within twenty-one (21) days of the Monitor's recommendation that Tyson's decision should not be reversed or modified, the complaining employee shall notify the HI or the CHRD in writing regarding the employee's decision to proceed to Step Three and have a final and binding decision rendered by an Arbitrator, or to opt out

and pursue his or her claims through the EEOC and/or whatever state or federal forums may exist.

STEP THREE: Appeal to Arbitration for a Final and Binding Decision. If the employee elects to proceed to arbitration, Tyson shall notify the AAA within fourteen (14) days of the request for arbitration. The arbitration shall be conducted in accordance with the AAA Rules and shall encompass all claims concerning the facts associated with the employee's complaint of sexual harassment or retaliation, whether based on an alleged violation of Title VII or of state law. Tyson shall pay all fees and costs associated with the arbitration, except that the employee shall be responsible for any fees and expenses incurred by the employee's legal counsel or other representative in the arbitration process, unless the arbitrator awards said fees and expenses as part of the arbitration award. The arbitrator shall have authority to award all relief to the employee provided by law, except injunctive relief shall be limited to the complaining employee – i.e., the arbitrator may not issue injunctions which have a scope beyond the complaining employee in the arbitration. The decision of the arbitrator shall be final and binding on the parties. Tyson shall provide a copy of the Arbitrator's opinion to the EEOC and the Monitor within fourteen (14) days of receipt.

STEP FOUR: Review by United State District Court Judge. If Tyson or the complaining employee is dissatisfied with the decision of the Arbitrator, Tyson or the complaining employee may seek review of the decision by filing a complaint-

in-intervention with the United States District Court for the Northern District of Alabama in *Dumas v. Tyson* ("District Court"). The scope of review by the District Court shall be limited to reviewing the final and binding decision of the arbitrator under the same legal standards applicable to the review of final and binding decisions of arbitrators under the National Labor Relations Act ("NLRA"). The cost of filing a complaint-in-intervention shall be born by the filing party.

5. Individual References and Rights.

Tyson agrees to follow what is the current employment reference policy at the Blountsville plant for any of the individuals listed on Exhibit "A"; *i.e.,* that it provides only the dates of employment and positions held. Upon request of said individuals, Tyson shall supply them with a letter to this effect. No mention shall be made to the person requesting the reference concerning this lawsuit or the Charges of Discrimination which are the bases for this lawsuit. Tyson will state in the reference that it is the policy of Tyson to give only the dates of employment and position(s) held when responding to a request for reference. This provision survives the expiration of this Decree. Tyson shall not retaliate in any manner against any of the persons who filed charges of discrimination, which were the bases of the lawsuits settled by this Decree, or who otherwise participated in the lawsuit, investigation of charges or otherwise opposed practices they believed to be unlawful under Title VII.

D. Training

1. General Obligations.

Tyson shall provide training to its officers, managers (including supervisors) and hourly employees at the Blountsville, Alabama facility on sexual harassment and retaliation on at least a semi-annual basis so long as this Decree remains in force and effect.

2. Training Obligations.

Tyson shall within sixty (60) days of the date of this Decree submit to the EEOC and the Monitor, for the EEOC's approval, a proposal for training of its officers, managers, (including supervisors), and hourly employees at the Blountsville facility on sexual harassment, sex-based harassment and retaliation for its initial training session to be held within four (4) months of the signing of this Decree. Every six (6) months thereafter, Tyson shall submit its proposed training for the next semi-annual training session to the Decree Monitor and the EEOC for the Monitor's approval. The EEOC will submit any suggested changes to the Monitor and furnish Tyson with a copy within two (2) weeks of receipt thereof. At any time Tyson disagrees with the position of the EEOC with regard to the foregoing training proposals, either party may initiate a conference with the Monitor to assist in resolving the disagreement. Such training plan shall include the dates that the training will be conducted, copies of the materials to be used and the name and qualifications of the person(s), entity or entities to conduct the training. Tyson shall use qualified sexual harassment educators who will normally be Tyson employees to conduct said training and may include, but is not required to include, training conducted by the EEOC under its Technical Assistance Program. Should the EEOC or Monitor fail or refuse to approve the procedures, Tyson shall implement the procedures and present the dispute pursuant to the procedures at paragraph IV(F).

3. Levels of Training.

Tyson shall structure the training in at least three (3) tiers: a) Training for Managers (including supervisors) at the Blountsville Plant; b)Training for Human Resources personnel and any other such personnel charged with the responsibility of receiving and investigating complaints of discrimination under the company's sexual harassment policy and who have the responsibility of conducting any in-house training; and c) Training for hourly employees. The EEOC shall be provided advanced notice of scheduled training sessions for management and may comment on the training material or participate in the training session as it deems appropriate.

4. Management Training.

All managers shall have at least semi-annual sexual harassment/retaliation training which may include either regular training or new hire training. All regular training for managers and supervisors shall be conducted on at least a semi-annual basis. Said training shall specifically include training on recognizing, preventing and eliminating sexual harassment. Training shall also include a presentation that retaliation is a violation of the law. All participants for training shall be required to sign an attendance sheet.

5. Human Resources and Investigatory Training.

All training for human resource personnel and personnel charged with the responsibility of receiving and investigating complaints of discrimination under the company's sexual harassment policy shall be conducted on at least a semi-annual basis. Said training shall specifically include training on recognizing, investigating complaints of, and preventing sexual harassment. Training shall also include a presentation that clearly indicates that retaliation is a violation of the law. All participants shall be required to sign an attendance sheet or shall certify in writing, including a

description of the training, that they attended an outside, commercial training session. Any employee charged with the regular duty of investigating sexual harassment investigations commencing more than sixty (60) days after entry of the Decree shall have completed the above training before being assigned the investigatory function.

6. Hourly Employee Training.

Training for hourly employees on sexual harassment, sex-based harassment and retaliation shall be conducted upon hire and thereafter on at least a semi-annual basis. All participants shall be required to sign an attendance sheet. Tyson also shall educate its new hires by implementing a policy of orientation which includes at least an audio or video presentation of approximately thirty (30) minutes on the company's "zero tolerance" sexual harassment and retaliation policies. Each new hire shall be required to sign an attendance sheet, or other record, evidencing that he or she has attended the orientation course.

7. Reports on Training.

Semi-annual reports of the training as it is given will be provided to the EEOC and the Monitor as part of Tyson's semi-annual reporting.

E. Reporting

Tyson shall render a copy of its initial report on compliance to the decree Monitor and the EEOC within six (6) months of the approval of this Decree, for purposes of showing compliance with this Decree; all other reporting shall be as specified in the Consent Decree between the parties. All reports to the EEOC shall be sent to the attention of Senior Trial Attorney Eunice Holt Morrow, 1900 3rd Avenue, North, Birmingham, AL 35203, unless Tyson is notified by the EEOC in writing of a change in the reporting contact person.

F. Dispute Resolution Procedure

The United States District Judge for the Northern District of Alabama who approves this Decree or the assigned United States District Judge for the Northern District of Alabama shall have the authority to resolve all disputes arising under the Decree subject to the various limitations of enforcement set forth in this decree. If a dispute arises, counsel for Plaintiffs, the EEOC or Tyson shall notify opposing counsel and the Decree Monitor. Counsel agrees to then meet and confer as necessary on differences in the application of this Decree about which notice is given and use their best efforts to resolve any difference or disputes regarding the interpretation or implementation of this Decree including compliance with the training, education or complaint process as set out herein. The parties may agree to enlist the service of the Monitor in place of the Court for resolving any such disputes. This procedure must be complied with before any contempt proceeding is initiated. Counsel shall have the right to move the Court to resolve any dispute regarding compliance with any provision of this Decree after the following conditions have been met:

1. If any party has good reason to believe that a legitimate dispute exists under this Decree which cannot be resolved by consent agreement, the initiating party shall give prompt written notice to the other party including a reference to the specific provisions of the Decree, a statement of the issues, a statement of the remedial action sought by the initiating party in a brief statement of the facts, circumstances, and other arguments supporting the position of the initiating party;

2. The non-initiating party will have twenty (20) days within which to respond in writing to the statement of facts and arguments set forth in the notice and shall provide its written position including the facts and arguments which support its position to the initiating party;

3. The parties shall then undertake by negotiations and by the exchange of relevant documents to attempt to resolve the area of dispute or alleged non-compliance;

4. If good faith efforts to resolve the matter fail, written notice of impasse to the non-initiating party or parties will be given and any party may file a motion with the Court, with supporting briefs, requesting resolution of the dispute on the issue of non-compliance, provided that such motion shall be limited to disputes and issues specifically raised pursuant to this provision, and that the meet and confer requirements of this provision have been complied with. The non-moving party will have fifteen (15) days to respond to any such notice and reply pleadings will only be allowed by consent of the opposing party or by order of the Court;

5. The Court shall attempt to resolve any dispute raised under subparagraph 4, above, with or without a hearing and the decision of the Court on this issue will be final and binding. The Court has the authority to order that the Monitor make a final and binding decision on the issue raised in the dispute on its own motion or by motion of either party.

V. SPECIFIC INJUNCTIVE PROVISIONS

A. Sexual Harassment

Tyson and its officers, agents, management (including supervisory employees), successors and assigns, all those in active concert or participation with them, or any of them, are hereby enjoined from: (a) discriminating against women or men on the basis of sex in violation of

Title VII; (b) engaging in or being a party to any action, policy practice that is intended to be or is known to them to have the effect of harassing or intimidating any female or male employee on the basis of his or her sex or gender in violation of Title VII; and/or, (c) creating, facilitating or permitting the existence of a work environment that is hostile to female or male employees at its Blountsville facility in violation of Title VII.

B. Retaliation

Tyson and its officers, agents, management (including supervisory employees), successors and assigns and all those in active concert or participation with them, or any of them, are hereby enjoined from engaging in, implementing or permitting any adverse employment action, policy or practice with the purpose of retaliating against any current or former employee of Tyson in violation of Title VII because he or she opposed any practice of sexual harassment or sex-based harassment made unlawful under Title VII, filed a Charge of Discrimination alleging such a practice, testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by Tyson) or hearing in connection with this case and/or relating to any claim of sex discrimination, sexual harassment or sex-based harassment, was identified as a possible witness in this action, asserted any rights under this Decree or sought and or/received any monetary and/or non-monetary relief in accordance with this Decree.

VI. NO DISPARAGEMENT AND CONFIDENTIALITY CLAUSE

The parties agree that confidentiality regarding the terms of this decree is a material consideration of Tyson for entering into this agreement. The parties further agree that the purpose of this settlement, which is to enforce a "zero tolerance" sexual harassment policy at the Blountsville, Alabama processing plant, is best served if the individual employees and supervisors

subject to this Decree are pledged to strict confidence regarding the facts and circumstances leading up to this Decree. Consequently, no public statement will be made by any party to this decree including the EEOC or by counsel for any party except as agreed to at Exhibit D to this Decree. The parties agree that no party hereto will speak disparagingly about the other or about agents of the other because of alleged conduct covered by the Decree, and that all disputes arising from such conduct will be resolved as agreed upon herein. All parties agree that the EEOC may make disclosures required by law for reporting purposes or other public statement or statements, and that any such reports shall be consistent with the language of this Decree and accompanying press release. All individuals to whom monetary relief is granted will include in their general release a confidentiality and no disparagement agreement with appropriate enforcement provisions.

VII ATTORNEYS' FEES

Separate fee and other agreements between Tyson and Whatley Drake L.L.C. and Tyson and Larry Mann will be executed by the parties under the terms agreed upon at mediation. Said agreements will be maintained in absolute confidence by the parties thereto and shall not be published to any third party, but said agreements shall be designated by agreement as enforceable as a part of this decree.

DONE AND ORDERED this 9th **Day of** July **, 1999.**

UNITED STATES DISTRICT JUDGE

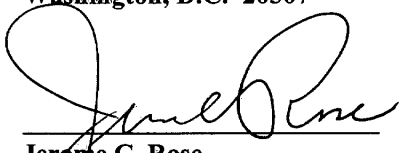
By Consent:

Equal Employment Opportunity Commission:

C. Gregory Stewart
General Counsel

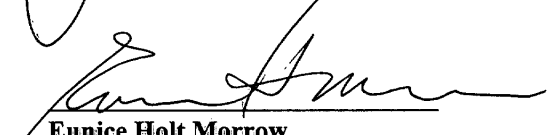
Gwendolyn Young Reams
Associate General Counsel

Equal Employment Opportunity Commission
1801 "L" Street, Northwest
Washington, D.C. 20507



Jerome C. Rose
Regional Attorney

Jill Lolley Vincent
Supervisory Trial Attorney



Eunice Holt Morrow
Senior Trial Attorney

Equal Employment Opportunity Commission
Birmingham District Office
1900 Third Avenue, North
Birmingham, Alabama 35203-2397
Telephone: (205) 731-0628

Case Number CV 93-C-2688-S

Date 7-9-99

SEALED DOCUMENT(S)

Document No(s). Exhibit A of doc # 270
CONSENT Decree.

NOTICE TO EMPLOYEES

Tyson Foods, Inc. has recently entered an agreement which has been approved by Judge U.W. Clemon which adopts a "zero-tolerance" policy for sexual harassment and retaliation. That policy states:

> Tyson Foods, Inc., is firmly committed to developing and maintaining a zero-tolerance policy concerning sexual harassment, sex-based harassment and retaliation against individuals who report harassment in the workplace or otherwise participate in the investigation or litigation of Title VII proceedings; to swiftly and firmly responding to any acts of sexual harassment or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of sexual or sex-based harassment or retaliation; to eradicating any vestiges of a work environment that is hostile to women, and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

If any employee has a complaint of sexual harassment or retaliation, that complaint should be brought to the attention of the Sexual Harassment Investigators ("HI's") named in Tyson posted complaint procedure. You have the right to have your complaint investigated and acted on by Tyson under the posted policy and you also have the right to complain about any alleged retaliation against you for asserting your rights under that policy or for helping anyone else assert his or her rights.

The Court approves of Tyson's policies against sexual harassment and retaliation and of the complaint procedure. If you choose to use this procedure and if you disagree with the decision reached by Tyson, you can elect to have the result reached by Tyson reviewed by an arbitrator approved by the Court. Tyson pledges to abide by the Court's Decree and to do everything within its power to effectuate this policy.

COMPANY POLICY CONCERNING TEAM MEMBER HARASSMENT

It is the policy of Tyson Foods to provide a work environment that is free of discrimination. We will maintain a strict policy prohibiting any kind of unlawful harassment, such as that involving race, sex, religion, age, national origin, veteran's or handicap status. This policy prohibits harassment in any form, including verbal, written, visual, or physical harassment. It also prohibits retaliation for complaining about this unwelcome conduct.

The EEOC (Equal Employment Opportunities Commission) defines sexual harassment as: unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature that interferes with your ability to do your job.

Any team member who believes harassment has taken place by another team member, a supervisor, or agent of the company should promptly report the facts of the incident and the names of the individuals involved to one of the two groups who are specially trained and designated to receive and act upon complaints. It is part of Tyson's Court-approved zero tolerance policy to require reports to one of these two groups in order to assure that the company has an accurate record of who makes complaints, specially trained investigators, a good method to record and keep up with all complaints, and to have a system for monitoring compliance with the company's policy. YOU SHOULD RECOGNIZE THAT IT IS YOUR RESPONSIBILITY TO PERSONALLY MAKE THE REPORT TO ONE OF THE FOLLOWING GROUPS:

24 HOUR CORPORATE HOTLINE	HARASSMENT INVESTIGATORS
Phone number	Names, locations and phone numbers

Investigation of any reported act of harassment will take place immediately, and where found to have occurred, appropriate corrective action will result. Depending on the seriousness of the offense, or a repetition of prior offense, one of the following disciplinary actions will be taken:

(1) Written warning for the offending team members personnel file.
(2) Suspension, and file record.
(3) Transfer and/or demotion.
(4) Discharge.

In the event that you are not satisfied with the result of the investigation of your complaint, you will have the opportunity to have your complaint reviewed by individuals outside of your particular plant and, if necessary, by an outside monitor.

Any questions concerning this policy should be freely discussed with the personnel department at a convenient time. A copy of this policy will be posted at all times in the break room and around time clocks.

Revised July 9, 1999

_____ _____

Team-Member Signature Date Signed

STATEMENT REGARDING LITIGATION RESOLUTION

Tyson Foods, Inc., the United States Equal Employment Opportunity Commission (EEOC) and individual claimants have resolved actions filed under Title VII of the Civil Rights Act of 1964 involving allegations of sexual harassment and retaliation in its Blountsville, Alabama facility. Tyson agreed to provide $3.2 million dollars in compensatory damages, attorney fees and litigation expenses. In a Consent Decree entered and approved by United States District Judge U.W. Clemon in the United States District Court for the Northern District of Alabama, Tyson has agreed to compensate the individual claimants and enhance current training programs for hourly employees and managers. The agreement also provides for an internal appeal procedure for affected employees. Such programs will be periodically reviewed by an independent, court appointed monitor and the EEOC. Tyson believes that its enhanced programs will serve as a model for other employers who have the unique challenges associated with a large workplace. The decree constitutes a complete resolution of all claims by the individual claimants and the EEOC.

C. Gregory Stewart, General Counsel of the EEOC, stated that the Consent Decree signed today represents a diligent effort by all parties to reach an equitable settlement of the underlying lawsuit. The Plaintiffs are to be commended for their courage in initiating the lawsuit and their sense of fairness in accepting the balanced, reasonable, agreed-upon relief which is provided for in the consent decree. Defendants are to be commended for their sense of corporate concern and responsibility in designing effective policies against sexual harassment and other forms of unlawful discrimination including a unique internal grievance procedure. The public and private interests of all concerned have been well-served by the consent decree entered into on this day.

Cynthia G. Pierre, EEOC Birmingham District Director, also stated that, "This consent decree is significant not only because of the amount of money awarded to the women who filed charges with the EEOC, but also because Tyson has agreed to implement anti-harassment policies and internal complaint procedures that will represent a model for other Alabama employers striving to reduce or prevent complaint. EEOC believes that enforcement of the civil rights laws, including the law prohibiting sexual harassment on the job, is furthered by consent decrees such as the one signed today with Tyson Foods, Inc. The dissemination of the new policies and procedures in English and Spanish, as provided for in this agreement, will help ensure that current and future employees are made aware of their rights and obligations under these laws."

Tyson Foods owns and operates poultry processing plants throughout the United States.

EEOC enforces Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex and national origin; the Age Discrimination Unemployment Act, which prohibits discrimination against individuals 40 years of age or older, sections of the Civil Rights Act of 1991, the Equal Pay Act; Title I of the Americans With Disabilities Act, which prohibits discrimination against people with disabilities in the private sector and state and local governments, and the Rehabilitation Act of 1975 prohibiting federal sector discrimination against disabled individuals.