

U.S. Equal Employment Opportunity Commission
Philadelphia District Office
21 South Fifth Street, Suite 400
Philadelphia, PA 19106-2515

Local Office:
21 Newark Center, 21st Floor
Newark, New Jersey 07102

Dawn M. Edge
DME-9705
Counsel for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	03-cv-4617
)	
MORAN FOODS INC.)	
d/b/a SAVE-A-LOT, LTD.,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") and the Defendant, Moran Foods Inc. d/b/a Save-A-Lot, Ltd. hereinafter referred to as ("Save-A-Lot"), its successors or assigns.

The Commission brought this action on September 30, 2003, in the United States District Court for the District of New Jersey to enforce Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 2000e, *et. seq* ("Title VII"). In its Complaint, the Commission alleges that during their employment, Messrs. Beck and Mizerek were sexually harassed on a daily basis by Defendant's Manager when she subjected them to unwelcome inappropriate sexual comments, physical touching, and unwelcome sexual requests which created

a sexually hostile work environment. The Commission alleged that Mr. Beck was constructively discharged after he could no longer withstand the alleged sexual harassment and that Mr. Mizerek was discharged after he reported the alleged sexual harassment to Defendant's higher-level management.

In an attempt to avoid further litigation costs, the parties to this action do hereby agree to the entry of this Consent Decree (hereinafter referred to as the "Decree") which shall resolve fully and finally all claims which were raised by the EEOC in its Complaint filed on behalf of Messrs. Beck and Mizerek. It is the intent of the parties that this Decree shall be a final and binding settlement between the parties signatory hereto, their successors and assigns, in full disposition of all claims alleged in the Commission's Complaint in Civil Action No. 03-cv-4617.

The Parties hereby agree that:

1. This Decree is entered into in compromise of the claims asserted in this civil action. Save-A-Lot denies any wrongdoing, and this Decree shall not be construed or deemed to be evidence of any wrongdoing, fault, liability or admissibility by any party regarding the merits of any claims asserted by EEOC and defenses asserted by Save-A-Lot. Save-A-Lot denies that it violated Title VII.

2. The EEOC is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

3. The parties stipulate that, pursuant to Title VII and 28 USC § 451, 1331, 1337, 1343, and 1345, the United States District for the District of New Jersey has jurisdiction over both the subject matter and the parties in this case. The parties further stipulate that venue is appropriate in the

District of New Jersey.

NON-DISCRIMINATION AND NON-RETALIATION

4. Save-A-Lot agrees not to subject its employees to sexual harassment or any employment practice which operates to deny equal employment opportunity based on sex, in violation of Title VII.

5. Save-A-Lot agrees not to engage in any employment practices which retaliate in any manner against any person, including but not limited to, Messrs. Beck and Mizerek, because of that person's cooperation with the EEOC with respect to this civil action, including the filing of a charge, the giving of testimony or assistance, or participation in this matter, or any investigation, hearing or proceeding under Title VII.

6. Save-A-Lot shall not divulge directly to any employer or potential employer of Messrs. Beck and Mizerek the facts or circumstances related to the charge of discrimination against Save-A-Lot, or any of the events relating to their participation in the litigation of this matter. Save-A-Lot will expunge from the personnel files of Messrs. Beck and Mizerek any documents, correspondence and related papers pertaining to the charge of discrimination filed by Messrs. Beck and Mizerek with the EEOC or the EEOC's lawsuit.

MONETARY COMPENSATION

7. Save-A-Lot agrees to pay the sum total of \$175,000.00, less applicable taxes, to Messrs. Beck and Mizerek, and their counsel. In order to receive this monetary payment, Messrs. Beck and Mizerek will be required to execute a Settlement Agreement and General Release acceptable to Save-A-Lot and their private attorney.

8. Within twenty-one days after Save-A-Lot has received Messrs. Beck and Mizerek

executed Settlement Agreement and General Releases, Save-A-Lot will make the monetary payment to Messrs. Beck and Mizerek. Proof of the payment (consisting of a copy of the check and a copy of the transmittal letter to Messrs. Beck and Mizerek) shall be mailed to Dawn M. Edge, Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106.

POSTING OF NOTICE

9. Within 20 business days after entry of this Decree, Save-A-Lot shall post a Notice at its Rio Grande, New Jersey facility in the form attached hereto as Exhibit A. The Notice shall remain posted for a period of two years from the date of the filing of this Decree with the Court. The Notice shall be easily legible and shall be posted on the bulletin boards at the Rio Grande, New Jersey facility where notices, bulletins or announcements of this nature are usually and customarily posted for the benefit of all employees. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, Save-A-Lot agrees to immediately post a readable copy of the Notice.

TRAINING

10. Save-A-Lot shall provide training on the requirements of Title VII as follows:

(a) Save-A-Lot agrees to conduct training on unlawful sexual harassment and discrimination under Title VII consistent with its current harassment training for all employees, assistant managers, co-managers and general managers at its Rio Grande, New Jersey facility within 90 calendar days of the filing of the Decree. Defendant agrees to notify the Commission as to the date of the training, and provide information regarding the substantive content presented at the training after the training is completed.

(b) Save-A-Lot shall provide such training at its Rio Grande, New Jersey facility in calendar years 2006, 2007 and 2008.

11. In addition to the training described in Paragraph 10, within 90 calendar days of the entry of the Consent Decree, Save-A-Lot shall provide training to all assistant managers, co-managers and general managers at its Rio Grande, New Jersey facility on how to respond to and promptly report complaints or charges of employment discrimination to Defendant's Human Resource Department.

12. Save-A-Lot shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraphs 10 and 11 have occurred, that the training has taken place and that all of the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; and (ii) a copy of the registry of attendance, including the name and position of each person in attendance.

RECORDKEEPING

13. For a period of two years following entry of this Decree, Save-A-Lot shall document and retain in a centralized file in Human Resources records of each complaint of an incident of discrimination or harassment based on sex made by any employee in Defendant's stores located in Delaware, New Jersey, Pennsylvania and its facility located at 220 Cypress Street, Salsibury, Maryland reflecting the date the complaint was made, who made it, what was alleged and the actions Save-A-Lot took to resolve the matter. Save-A-Lot also shall maintain records of all remedial action taken to prevent discrimination and harassment at all of its facilities located in Delaware, New Jersey, Pennsylvania and its facility located at 220 Cypress Street, Salsibury, Maryland, during the term of this Consent Decree.

14. The EEOC may monitor compliance with the Consent Decree by making reasonable requests for information referred thereto. If Save-A-Lot declines to produce the requested information on grounds of unreasonableness or unrelatedness, EEOC may seek relief from the Court

after the parties' reasonable attempts to resolve the dispute have failed. Save-A-Lot shall make all documents or records referred in Paragraph 13 available for inspection and copying within 10 business days after the EEOC so requests. Any party shall provide ten (10) days written notice to the opposing party before seeking Court review of any alleged non-compliance.

15. Nothing in this Decree shall be construed to limit any obligation Save-A-Lot otherwise may have to maintain records under Title VII or any other law or regulation during, or after expiration of this Consent Decree.

DISPUTE RESOLUTION AND COMPLIANCE

16. The parties agree that the Court may enter such orders, and will have all equitable powers, including injunctive relief, as may be necessary in order to enforce the Monetary Compensation and Equitable Relief sections of this Consent Decree. The Court may order expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with the Monetary Compensation and Equitable Relief sections of this Decree or defending against a claims of non-compliance.

17. In the event that the EEOC determines that a violation of this Decree has occurred, it will, before exercising any remedy provided by law, provide written notice to Save-A-Lot specifically identifying the alleged violations. Save-A-Lot will have thirty (30) days in which to investigate and respond to the allegations, unless the Commission determines there to be exigent circumstances. If these exigent circumstances exist, the Commission may immediately apply to the Court for relief. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The party seeking

Court intervention shall be required to give notice to the opposing party ten (10) days before moving for such review. The Court may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance. The Court will have all equitable powers, including injunctive relief, to enforce this Decree. No party may seek Court intervention unless the requirements of this paragraph are satisfied.

MISCELLANEOUS PROVISIONS

18. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

19. If any provision of the Consent Decree is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

20. The terms of the Decree are and shall be binding upon the successors, representatives, and assigns of Save-A-Lot.

21. The Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a writing signed by Save-A-Lot and the Commission.

22. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 03-cv-4617.

23. Failure by the Commission to seek enforcement of this Decree with regard to one provision shall not be construed as a waiver of its rights to do so with regard to the same or other provisions of this Decree.

24. Any notices to Save-A-Lot under this Decree shall be sent via facsimile and first class mail to the attention of the Vice President of Human Resources, 100 Corporate Office Drive, Earth

City, Missouri 63045, Facsimile (314) 592-9631.

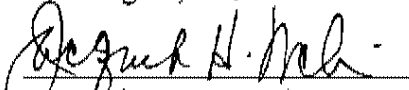
25. This Consent Decree shall be filed in the United States District Court for the District of New Jersey and shall continue to be in effect for a period of two years.

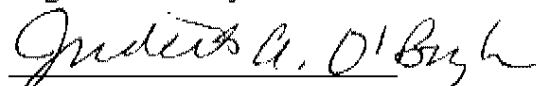
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


Eric S. Dreiband
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel
Washington, D.C.



Jacqueline H. McNair
Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney


Dawn M. Edge
Trial Attorney
U.S. EEOC
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828

3/23/05
DATE

MORAN FOODS INC. d/b/a SAVE-A-LOT


William M. Shaner
Executive Vice President and Chief Operating
Officer
100 Corporate Office Drive
Earth City, Missouri 63045

3-18-05
DATE

APPROVED AND SO ORDERED:

3/24/05
DATE

Fred A. Wolfson
FRED A. WOLFSON, U.S.D.J.

EXHIBIT- A

NOTICE TO ALL SAVE-A-LOT EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court for the District of New Jersey in EEOC v. Moran Foods, Inc. d/b/a Save-A-Lot, Ltd., Civil Action Number 03-4617, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Moran Foods, Inc. d/b/a Save-A-Lot, Ltd. ("Save-A-Lot").

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon sex, national origin, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

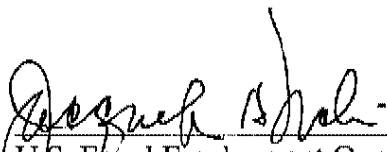
In its lawsuit, the EEOC alleged that Save-A-Lot subjected employees to sexual harassment because of their sex, retaliation and constructive discharge in violation of Title VII.

To resolve the case, Save-A-Lot and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Save-A-Lot will pay monetary relief; (2) Save-A-Lot shall not discriminate on the basis of sex in the future; (3) Save-A-Lot will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Save-A-Lot will train all managers and supervisors regarding Title VII's prohibitions against discrimination, harassment and retaliation at its Rio Grade, New Jersey store.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



U.S. Equal Employment Opportunity
Commission

Save-A-Lot

DATED: 3/23/05

DATED: _____