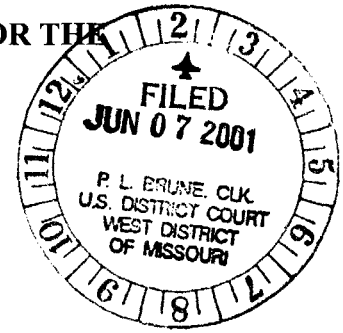


IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
SOUTHWESTERN DIVISION



EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SAFEWAY, INC., )  
 )  
Defendant. )

CASE NO. 00-5083-CV-SW-SOW

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission has instituted this action alleging that Defendant Safeway, Inc., discriminated against a female employee by paying her lower wages than it paid to a male employee performing equal work in a job that requires equal skill, effort and responsibility and that is performed under similar working conditions in violation of the Equal Pay Act, 29 U.S.C. § 206(d). Plaintiff further alleges that Safeway discriminated against this female employee in pay because of her sex in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay and burden of further litigation.

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 Equal Pay Act and Title VII will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does

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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. General Provisions**

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of the Equal Pay Act or Title VII or any executive order, law, rule or regulation dealing with or in connection with discrimination in employment.

2. All provisions and terms of this Decree shall apply only to Defendant's Biscuit Plant located in Joplin, Missouri.

3. Defendant shall not discriminate or retaliate against any person because he or she has opposed any practices alleged in this action as unlawful under the Equal Pay Act or Title VII, has participated in an investigation conducted under the Equal Pay Act or Title VII with respect to this complaint, or because he or she has participated in this lawsuit or has benefitted in any way as a result of this Consent Decree.

### **II. Relief for Charging Party**

4. Within fifteen (15) days after this Decree is approved by the Court, Defendant shall forward to Kerrie Lorenz a check made payable to her in the gross amount of Twenty Thousand Dollars (\$20,000.00), including:

- a. Three Thousand Seven Hundred Thirty Two Dollars and Forty Eight Cents (\$3,732.48) for backpay, less only any applicable deductions for the

employee's portion of FICA and applicable federal and state income tax withholdings; and

- b. Sixteen Thousand Two Hundred Sixty Seven Dollars and Fifty Two Cents (\$16,267.52) for compensatory damages.

5. Defendant shall forward to Kerrie Lorenz, with the check described above, an itemized statement of withholdings for each amount withheld, including for the employee share of FICA and the applicable federal and state income withholdings from each amount allocated separately as backpay and compensatory damages.

### **III. Injunctive Relief**

6. Defendant shall not pay lower wages to employees of one sex than it pays to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort and responsibility and which are performed under similar working conditions and Defendant shall not discriminate against its employees or applicants for employment on the basis of their sex in the payment of wages or other terms and conditions of employment.

7. Within fifteen (15) days after this Decree is approved by the Court, Defendant shall provide Kerrie Lorenz with a signed letter of recommendation, as attached at Exhibit B. Defendant will limit any comments regarding Ms. Lorenz's employment to the information stated in Exhibit B.

### **IV. Posting and Policies**

8. Defendant shall post and cause to remain posted the posters required to be displayed in the workplace by Commission Regulations, 29 C.F.R. § 1601.30.

9. Defendant shall post and cause to remain posted copies of the notice attached hereto as Exhibit A in locations publicly visible to all employees for a period of eighteen (18) months starting from the date of entry of this Decree.

#### **V. Reporting**

10. Within thirty (30) days after this Decree is approved by the Court, Defendant shall forward to the Commission's Regional Attorney in its St. Louis District Office a copy of the check and statement of withholdings forwarded to Charging Party as described in paragraphs 4 and 5 above.

11. Within forty-five (45) days after this Decree is approved by the Court, Defendant shall forward to the Commission's Regional Attorney in its St. Louis District Office a letter signed by the plant manager at the Joplin Biscuit Plant stating that Defendant has complied with the requirements of paragraphs 6 and 7 above, describing the manner and dates on which such compliance was effected.

12. Within forty-five (45) days after this Decree is approved by the Court, Defendant shall prepare and submit to the Commission's Regional Attorney in its St. Louis District Office a letter stating that the notices have been posted as required by paragraphs 8 and 9.

#### **VI. Term and Effect of Decree**

13. By entering into this Decree the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge that created the procedural foundation for the complaint in this case.


14. This Decree shall be binding upon the parties hereto, their successors and assigns.


15. This Decree shall be for a period of eighteen (18) months and shall automatically expire by its own terms, without the need for any action by any party or the Court, eighteen months after the date of entry of the Decree. This Decree can only be extended upon Court order for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.

16. Each party shall bear its own costs and attorneys' fees.

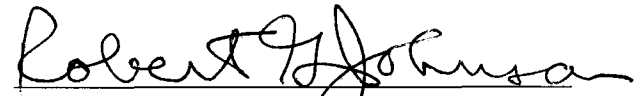
BY CONSENT:

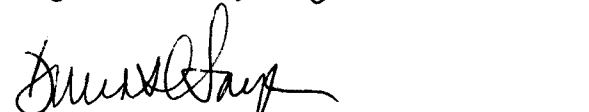
FOR DEFENDANT:


  
Plant Manager, Joplin Biscuit Plant  
SAFEWAY, INC.

  
DANIEL B. BOATRIGHT  
Spencer Fane Britt & Browne LLP  
9401 Indian Creek Parkway, Suite 700  
Overland Park, KS 66210  
(913) 345-8100 (phone)  
(913) 345-0736 (fax)

FOR PLAINTIFF:

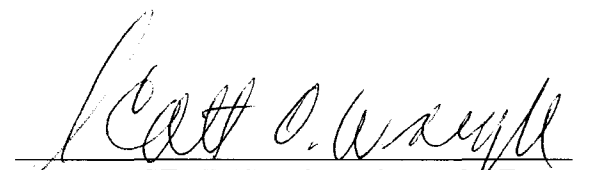
  
ROBERT G. JOHNSON  
Regional Attorney

  
DONNA L. HARPER  
Supervisory Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
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(913) 551-6957 (fax)  
andrea.baran@eeoc.gov (e-mail)

SO ORDERED:

\_\_\_\_\_  
Date JUN 07 2001

  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**NOTICE TO EMPLOYEES**

This Notice is posted as part of a remedy agreed to pursuant to a Consent Decree entered in the case of *Equal Employment Opportunity Commission (EEOC) v. Safeway, Inc.*, Case No. 00-5083-CV-SW-SOW, on file in the United States District Court for the Western District of Missouri, Southwestern Division in Springfield, Missouri. The resolution of this case provides that Safeway's Joplin Biscuit Plant will (1) pay backpay and damages to a former female employee; and (2) agree to not discriminate on the basis of sex in hiring, firing, work assignment, pay, promotion or other terms or conditions of employment.

By resolving this case, Safeway does not admit any violation of federal law.

Federal law prohibits discrimination against any employee because of race, national origin, color, religion, sex, disability or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. Federal law also prohibits retaliation against persons who complain of or oppose practices they believe are discriminatory on the basis of race, national origin, color, religion, sex, disability or age (forty and over), and it prohibits retaliation against persons who file charges with the EEOC, or who participate in or cooperate with an EEOC investigation.

Safeway supports and will comply with such federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Specifically, Safeway will not tolerate discrimination in employment, nor will it tolerate retaliation against any employee for exercising rights under law.

Employees should feel free to report instances of discriminatory treatment to their supervisor, a manager, or the corporate Human Resources department at any time. Safeway has established policies and procedures to promptly investigate any such reports and to protect the person making the reports from retaliation, including retaliation by the person allegedly guilty of the discrimination. Employees are also free to make complaints about employment discrimination to the Office of the Regional Attorney, United States Equal Employment Opportunity Commission, Kansas City Area Office, 400 State Avenue, Suite 905, Kansas City, KS 66101 (Attention: Andrea G. Baran, Senior Trial Attorney) or by telephone to (913) 551-6647.

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Date

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Plant Manager

**EXHIBIT B**

**LETTER OF RECOMMENDATION**  
(On Defendant's Letterhead)

Safeway, Inc. employed Kerrie Lorenz as a Plant Accounting Clerk II beginning July 20, 1998. Ms. Lorenz voluntarily resigned effective March 31, 2000. During her employment with Safeway, Ms. Lorenz satisfactorily performed her duties as a Plant Accounting Clerk.