IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
	)	CIVIL ACTION NO.
Plaintiff,	)	
	)	1:01-CV-117
v.	)	
	)	
SUPERVALU HOLDINGS, INC.,	)	
	)	
Defendant.	)	
	)	

JOINT MOTION FOR ENTRY OF A CONSENT DECREE

Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), and Defendant, SuperValu Holdings, Inc. ("SuperValu"), jointly move the Court to approve and enter the attached Consent Decree. In support of this Motion, the EEOC and SuperValu jointly state as follows:

1. The parties desire to resolve the allegations raised in Plaintiff's Complaint without the burden and expense of further litigation.

2. The parties waive trial, briefs, arguments, findings of fact, and conclusions of law.

3. The intent of the Equal Pay Act of 1963, codified as Section 6(d) of the Fair Labor Standards Act of 1938, 29 U.S.C. § 206(d); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq.; and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, will be realized by entry of the attached Consent Decree.

4. This Consent Decree is intended to and does resolve all matters in dispute, or that could have been in dispute, between the EEOC and SuperValu in this lawsuit as provided in paragraphs 1 through 11 of the Decree.

WHEREFORE the EEOC and SuperValu jointly request that the Court approve and enter the attached Consent Decree.

FOR THE PLAINTIFF:

GWENDOLYN YOUNG REAMS
Acting Deputy General Counsel

LAURIE A. YOUNG, #11480-49
Regional Attorney

MICHELLE EISELE, #12070-49
Supervisory Trial Attorney

_____
KENNETH L. BIRD, #10780-02
Senior Trial Attorney

_____
E. PAIGE FREITAG, #20312-49
Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
101 W. Ohio Street, Suite 1900
Indianapolis IN 46204-4203
(317) 226-7204, 226-5524
FAX: (317) 226-5571
Email: KBird@EEOC.gov

FOR THE DEFENDANT:

ICE MILLER

_____
BYRON L. MYERS, #9405-49
Counsel for Defendant

_____
MICHAEL D. MARINE, #14037-49
Counsel for Defendant

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CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") instituted Civil Action No. 1:01-CV-117 under the authority granted by Sections 16(c) and 17 of the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. §§ 216(c) and 217, to enforce the requirements of the Equal Pay Act of 1963, codified as Section 6(d) of the FLSA, 29 U.S.C. § 206(d) ("EPA"); Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII"); and Section 102 of Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Commission's action was brought to correct allegedly unlawful employment practices on the basis of sex, and to restrain the allegedly unlawful payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex.

By agreeing to the terms of this Consent Decree, the Defendant, SuperValu Holdings, Inc. (hereinafter "SuperValu") does not admit that it violated any federal laws.

The Commission and SuperValu hereby stipulate to the jurisdiction of the Court over the parties and the subject matter.

The Commission and SuperValu have advised the Court that they desire to resolve Civil Action No. 1:01-CV-117 without the burden, expense, and delay of further litigation.

It is, therefore, the finding of the Court, based on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) implementation of this Decree will advance the purposes and provisions of the EPA and Title VII; and (3) this Consent Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 11 below.

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

1. SuperValu agrees that it will not retaliate or discriminate against any of its employees, former employees, or applicants for employment because the individual has made a charge or opposed an unlawful employment practice under the EPA or Title VII or has assisted or participated in any manner in an investigation, proceeding, or hearing under the EPA or Title VII.

2. SuperValu agrees that it will pay its female employees at rates equal to the rates paid to male employees performing equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system, (ii) a merit system, (iii) a system which measures earnings by quantity or quality of production, or (iv) a differential based on any other factor other than sex. Further, SuperValu agrees that it will not engage in any act, policy, or practice that has the purpose or effect of unlawfully discriminating against female employees or applicants for employment on the basis of sex.

3. SuperValu agrees to post the Notice of Non-Discrimination Policy attached to this Decree as Appendix A in conspicuous locations visible to applicants and employees throughout its Fort Wayne Distribution Center. Said notices shall remain posted throughout the term of this Decree.

4. SuperValu agrees to pay $400,000, which will be distributed to individuals listed on Appendix B, subject to applicable taxes and withholdings. SuperValu agrees not to deduct from this amount the employer's share of any costs, taxes, or social security required by law to be paid by SuperValu. Further, SuperValu will not withhold any amounts from payments of liquidated damages, interest, or punitive damages. Upon entry of this Decree, the Commission will forward releases (Appendix C) to each of the individuals listed on Appendix B for their execution. The Commission will notify counsel for SuperValu when it has received the executed releases and will forward copies of them to counsel. Then, within ten days of receipt of the releases, SuperValu shall mail checks, payable to the individuals, by certified mail to individuals who have executed releases. SuperValu shall mail a copy of the checks and proof of their delivery (signed certified mail receipts) to the Commission.

5. In the event that an individual listed on Appendix B decides not to execute a release, or the EEOC is unable to locate an individual listed, the amount due to that individual will be divided *pro rata* among the individuals who execute releases.

6. SuperValu shall adopt and implement a training program for all of its supervisors and managers at its Fort Wayne Distribution Center. This training shall cover what constitutes unlawful employment practices under the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964. The training must be conducted within 120 days from the date of entry of this Decree. Thirty days before the training, SuperValu shall provide notice to the Commission of the

date, time, and place of the training; and shall send to the Commission a copy of the training program and all written materials, if any, to be used. The Commission may provide reasonable input on the content of the training but shall do so no later than ten days prior to the training.

7. SuperValu agrees to submit a report to the EEOC detailing compliance with this Decree within 120 days of the date of the Decree. SuperValu will certify to the EEOC's Regional Attorney that it has complied with ¶¶s 4 and 6 of this Decree. In addition, SuperValu shall submit three annual reports, the first due July 1, 2002, and the rest due July 1 of the succeeding years. In all four reports, Defendant shall include the following information:

i. the dates and topics of all training programs offered to comply with this Decree;

ii. a copy of all written materials relied on or disseminated at the training programs; and

iii. the name and position of each employee who attends the training programs.

All reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 West Ohio Street, Suite 1900, Indianapolis IN 46204-4203.

8. SuperValu agrees that the EEOC may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, and examine and copy documents.

9. The term of this Decree shall be for four years following the date of entry of the Decree.

10. Each party will bear its own costs and attorney fees.

11. The Court will retain jurisdiction of this cause for four years for purposes of monitoring compliance with the Decree and entry of such further orders or modifications as may be necessary or appropriate.

SO ORDERED.

Date: _____

_____
Honorable William Lee
District Judge

Copies to:

Kenneth L. Bird
E. Paige Freitag
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
101 West Ohio Street, Suite 1900
Indianapolis IN 46204-4203

Byron Myers
Michael Marine
ICE MILLER
One Indiana Square
Box 82001
Indianapolis IN 46282-0002

EMPLOYEE NOTICE

Posted Pursuant to an Agreement Resolving a Charge of Employment Discrimination filed with the

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Indianapolis District Office

This Notice is being distributed and posted by agreement between SuperValu Holdings, Inc., and the United States Equal Employment Opportunity Commission, resolving Civil Action No. 1:01-CV-117 in the United States District Court for the Northern District of Indiana.

Federal law prohibits discrimination against any employee, former employee, or job applicant because of the individual's sex, race, color, religion, national origin, disability, or age (over 40).

Federal law also prohibits retaliation of any kind against any person who has opposed any practice made unlawful under federal law or because an individual has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

SuperValu supports and will comply with federal law in all respects and will not take any actions against employees because they have exercised their rights under the law. SuperValu agrees to continue its policy of non-discrimination in employment, will conduct a training program on federal anti-discrimination laws, and will not retaliate against an individual who files a charge of discrimination.

If you have any complaints of discrimination, you may contact the EEOC at the address or telephone number given below. An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

Equal Employment Opportunity Commission
101 West Ohio Street, Suite 1900
Indianapolis, Indiana 46204-4203
Telephone (317) 226-7212
EEOC 800 # 1-800-669-4000
TTY (317) 226-5162

APPENDIX A

WOMEN WHO WORKED FULL TIME IN SUPERVALU'S GENERAL MERCHANDISE WAREHOUSE

Diane Bobilya
Jane Christman
Susan Claypool
Kathleen Crick
Lisa Elmer
Cristine Enos
Donna Everest
Cami Gerdes
Julie Gropengeiser
Cheryl Guzman
Elizabeth Hammond
Kimberly Howey
Patricia Klaiss
Joanne Lantz
M. Sue Luther
Denise Parker
Rebecca Payton
Amanda Stein
Violet Thomas
Kathryn Van Ryn
Carol Zent
Jaliene Zent

APPENDIX B

RELEASE

In consideration of the payment to me by SuperValu Holdings, Inc., of $_____, less appropriate taxes and withholdings, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and SuperValu Holdings, Inc., in Civil Action 1:01-CV-117, entered by the Court on the _____ day of October, 2001, of which this release is a part, I, _____, hereby fully and forever release and discharge SuperValu Holdings, Inc., and its successors and assigns, including its present and former directors, officers, and agents, from any claim or obligation based on alleged discrimination in violation of the Equal Pay Act or Title VII that was or could have been raised in Civil Action 1:01-CV-117.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

Dated: _____ _____

Subscribed and sworn to before me the undersigned, a Notary Public for _____ County, State of _____, this ___day of _____, 2001.

_____
Signature of Notary Public

_____
Printed name of Notary Public

County of Residence:

My Commission Expires:

APPENDIX C