

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and)	
)	CIVIL ACTION NO. 4:04CV00622 MLM
KIM LYNCH and BECKY ATCHISON)	
)	
Plaintiff/ Intervenors,)	
)	
v.)	
)	
BOB EVANS FARMS, INC.)	
)	
Defendant.)	

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission (hereinafter the "Commission") has instituted this action alleging that Bob Evans Farms, Inc. (hereinafter the "Defendant" or "Bob Evans") sexually harassed Kim Lynch, Becky Atchison and Tiffany Green in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a). Bob Evans denies the allegations asserted against it by the Commission.

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 Title VII will be carried out by

the implementation of this Decree, (iii) this Decree is intended to and does 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 Title VII or any executive order, law, rule or regulation dealing with or in connection with sexual harassment or sex discrimination in the workplace, or as a finding by any governmental agency or authority of wrongdoing.

2. Defendant shall not discriminate against its employees with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment on the basis of sex. Bob Evans states that it does not discriminate against its employees with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment on the basis of sex and that it will continue to adhere to that policy.

3. Defendant shall not discriminate or retaliate against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII; (b) has participated in any investigation by the Commission connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefitted or will benefit in any way as a result of this Consent Decree. Bob Evans states that it has not discriminated or retaliated against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII; (b) has participated in any investigation by the Commission connected with or leading

up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefitted or will benefit in any way as a result of this Consent Decree. Bob Evans further states that it will continue to adhere to this policy.

II. Relief for Charging Party

1. Defendant will pay a total of \$250,000 ("Settlement Sum") as compensatory damages to Kim Lynch, Becky Atchison, Tiffany Green and five (5) other current or former female employees (the "class"). Within twenty (20) days after execution of the Decree, Defendant will mail a check to each of Lynch, Atchison, Green and the remainder of the class in amounts as directed by the Commission. Defendant shall, within the same time frame, mail one check to Attorney Christopher Bent in an amount directed by the Commission representing the attorneys fees. The attorneys fees paid to Mr. Bent shall be subtracted from the Settlement Sum. Each employee or former employee to whom Defendant is directed to issue a check, representing a portion of the Settlement Sum, shall execute a waiver of all existing claims against Defendant. The terms of said waiver shall be negotiated separately between Defendant and Christopher Bent.

2. Defendant has terminated the employment of Mike Femmer, General Manager and Kevin Waggoner, Assistant General Manager, of Defendant's Restaurant located at 3583 Pennridge, Bridgeton, Missouri 63044. Defendant agrees to not rehire, nor enter into any contractual or employment relationship with Femmer or Waggoner at any Bob Evans Restaurant, or any restaurant owned or operated by Bob Evans Farms, Inc.

III. Posting and Policies

1. Defendant shall post and cause to remain posted copies of its existing policy on Sexual Harassment attached hereto as Exhibit A, in locations visible to all employees, for a period of two (2) years, starting from the date of entry of this Decree, at the following locations: Unit #169 St. Charles, MO; Unit #209 St. Peters, MO; Unit #216 Bridgeton, MO; Unit # 359 O'Fallon, MO; Unit # 470 Chesterfield, MO; and Unit #477 Florissant, MO; (hereinafter jointly referred to as the "Applicable Restaurants").

2. Defendant shall post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30 at all Bob Evans Restaurants. Bob Evans states that it is already in compliance with the posting requirements of 29 C.F.R. § 1601.30 and will continue to post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation, 29 C.F.R. §1601.30, in all Bob Evans restaurants.

3. Defendant shall, within twelve (12) months from the date of entry of this Decree, provide sexual harassment training to all management and non-management employees at the Applicable Restaurants, said training to include the Area Director for the Applicable Restaurants.

IV. Reporting, Record-keeping, and Access

1. Every six (6) months during the effective period of this Decree, Defendant shall provide written notification to the EEOC's Regional Attorney in its St. Louis District Office of any internal complaint of sex discrimination or sex harassment, made by any employee at the Bob Evans Restaurant located at 3583 Pennridge, Bridgeton, Missouri 63044, including the

name(s) of the employee(s), a description of the investigation of the complaint(s), the finding of the investigation and a description of action taken, or resolution of the complaint(s).

2. Within forty-five (45) days of the entry of this Decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming that the notices have been posted and that the posters have been posted as required by Section III, above.

3. Within forty-five (45) days of the completion of the training required under Section III, subsection 3, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming completion of said training. The letter shall include the names of all employees who attended the training.

V. Term and Effect of Decree

1. By entering into this Decree the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than Charge Numbers 280-2003-01648, 280-2004-05480, 280-2004-05481 and 280-2004-05482.

2. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendant shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

3. This Decree shall be for a period of two (2) years and can only be extended for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.

4. Each party shall bear that party's own costs and attorneys' fees.

DATE: 1/19/05

MaryAnn L Medler
UNITED STATES MAGISTRATE JUDGE

BY CONSENT:

FOR DEFENDANT:

BOB EVANS FARMS, INC.

Mike Thompson
By: Mike Thompson
Vice President Regional Director

FOR PLAINTIFF:

Robert G. Johnson
ROBERT G. JOHNSON
Regional Attorney

Barbara A. Seely
BARBARA A. SEELY
Supervisory Trial Attorney

Melvin D. Kennedy
MELVIN D. KENNEDY, ARN 33222
Senior Trial Attorney
St. Louis District Office
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St. Louis, MO 63103
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SECTION D
COMPANY RULES, REGULATIONS AND POLICIES

SEXUAL HARASSMENT

Purpose

All employees have the right to work in an environment free from sexual harassment. It is our intent to maintain an enjoyable and comfortable working environment for everyone. Sexual harassment will not be tolerated.

Definition

Sexual harassment is deliberate or repeated behavior of a sexual nature that is unwelcome. It can include verbal behavior such as unwanted sexual comments, suggestions, jokes or pressures for sexual favors; non-verbal behavior such as suggestive looks or leering; and physical behavior such as pats or squeezes.

Further, no employee may threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect that employee's employment, wages, advancement, duties, shifts, or any other condition of employment or career development.

Procedure

Bob Evans will take an affirmative role in protecting its employees from sexual harassment. Individuals who believe they have been subjected to harassment from either a co-worker, a management person or anyone else, are encouraged to immediately identify the offensive behavior to the harasser and request that it stop. If the individual does not feel comfortable confronting his or her harasser, or if the offensive behavior does not stop, the behavior should be reported to the General Manager or use the Open Door Policy, including calling the Corporate Headquarters @ 1-800-272-7675.

Every effort will be made to ensure that complaints of sexual harassment are resolved in a confidential manner. When a member of the management team is notified of alleged harassment, an investigation will promptly take place.

Disciplinary Action

Complaints and cases of sexual harassment will be dealt with promptly. An employee who sexually harasses another employee will be disciplined as in any other case of serious employee misconduct.

Where investigation confirms the allegations, prompt, corrective disciplinary action, up to and including discharge, will be taken.

No retaliation of any kind will be permitted against anyone as a result of making a complaint of sexual harassment.

EXHIBIT A