

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 11-cv-02560-MSK-MEH

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

and

WENDY J. CABRERA,

Intervenor Plaintiff,

v.

THE ORIGINAL HONEYBAKED HAM COMPANY OF GEORGIA, INC.,

Defendant.

---

**CONSENT DECREE**

---

**I. RECITALS**

1. This matter was instituted by Plaintiff, Equal Employment Opportunity Commission ("Commission" or "EEOC"), an agency of the United States government, alleging that Defendant, The Original HoneyBaked Ham Company Of Georgia, Inc. ("Defendant" or "HBH") created and/or tolerated a sexually hostile work environment adversely affecting female employees, and retaliated against a group of employees who reported or complained about the sexually hostile work environment. Plaintiff-Intervenor Wendy Cabrera intervened ("Intervenor") in the lawsuit.

2. The Parties signatory hereto are Plaintiff EEOC, Plaintiff-Intervenor Wendy Cabrera ("Ms. Cabrera"), and Defendant, The Original HoneyBaked Ham Company Of Georgia, Inc. ("HBH").

3. As to the issues resolved, this Decree is final and binding upon the Parties and their successors and assigns.

4. The Parties stipulate to the jurisdiction of the Court over the Parties and subject matter of this action and for the purposes of enforcing this Decree.

## II. TERM AND SCOPE

5. **Term:** The duration of this Decree shall be three (3) years from the date it is signed by Defendant, hereinafter referred to as the Effective Date.

6. **Scope:** Except as where otherwise indicated, the terms of this Decree shall apply to Defendant's facilities and employees in Colorado.

## III. ISSUES RESOLVED

7. This Decree constitutes a complete resolution of all the claims alleged by the EEOC and/or Wendy Cabrera in the above-captioned lawsuit, and resolves all outstanding motions and matters pending before the Court related to this case.

8. EEOC agrees that it will not use the following Charges of Discrimination as a jurisdictional basis for further litigation, except as permitted herein for violations of this Decree: Charge No. 541-2010-02238; Charge No. 541-2012-01904; Charge No. 541-2012-02351; Charge No. 541-2012-02056; and Charge No. 541-2012-01342.

9. It is understood that this Decree does not constitute an admission by Defendant of any violation of Title VII and HBH denies the allegations made by the EEOC and

Intervenor and maintains that it did not engage in any unlawful actions based on sex or any other protected category and it did not retaliate against any HBH employee. This Decree shall not constitute an adjudication and/or finding on the merits of the case. By entering into this Decree, HBH does not admit that the allegations of the Complaint and Complaint in Intervention and/or the Commission's findings with respect to the Individual Charge were correct and maintains its contention that none of its acts, omissions, programs or practices has at any time violated Title VII or any other federal, state or local law. The Parties, individually or collectively, shall not seek to use, or use directly or indirectly, this Decree or the fact of its existence as evidence in any other matter or action involving the Company, except as is necessary to enforce the specific terms of this Decree.

#### **IV. MONETARY RELIEF**

10. Defendant will not condition the receipt of individual relief upon any individual's agreement to: (a) maintain confidentiality of the compensation paid to her under this Decree or the events that occurred during her employment with Defendant; (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency or (c) promise not to reapply for a position at The Original HoneyBaked Ham Company Of Georgia, Inc.

11. Defendant agrees to pay the total amount of \$370,000 (the "Payment") to be apportioned among the "Class Members" identified in Attachment "C", in amounts to be determined by the EEOC. Payments to the Class Members will be divided into "backpay" and "compensatory damages." Payments designated "backpay" shall be

reported on IRS Form W2. Defendant shall be responsible for paying its share of payroll taxes for "backpay" and, in accordance with either a newly submitted W-4 or the W-4 on file with the Defendant, withholding applicable payroll taxes owed by the Class Members. Payments designated as "compensatory damages" shall be reported on IRS Form 1099 and shall not be subject to withholdings. Class Members shall be responsible for any and all tax liability resulting from "compensatory damages" payments.

**12. Apportionment of Payment.** The EEOC shall communicate to Defendant which portions of the Payment are payable to each Class Member within thirty (30) days from the entry of this Decree, along with signed releases from each of the Class Members accepting payment as set forth in Attachment "B". Defendant will then have twenty (20) days, from the date of the EEOC's communication to Defendant, to issue Payment checks to the Class Members.

**13. Transmittal of Payment.** Defendant agrees that the Payment checks to the Class Members will be delivered via U.S. Mail, UPS, or another national Overnight Delivery firm to the addresses provided by the EEOC. Such current addresses shall be provided by the EEOC within five (5) days of the Effective Date of this Decree. Photocopies of the checks will be mailed to EEOC Attorney Iris Halpern, Denver District Office, at 303 E. 17th Avenue, Suite 410, Denver, Colorado 80203.

**14. Conditions of Payment for Class Members.** Prior to receiving payments under this Decree, a Class Member must provide a signed copy of the Release contained at Attachment "B".

**15. Charges Pending On Or Filed After the Effective Date.** This Consent Decree covers the Company-owned stores in Colorado. Any pending charges against HBH outside of Colorado are not affected by this Decree. Any individual charge of discrimination brought against HBH on or after the effective date of this Consent Decree in Colorado, whether directly with the EEOC, or through the Colorado Civil Rights Division, will be processed by the Commission in accordance with its standard procedures, including any charge based on conduct which is alleged to have occurred prior to the Effective Date of this Consent Decree.

**16. Intervenor Claims Resolved** - Intervenor and HBH agree that this Consent Decree fairly resolves the issues alleged by Intervenor in this civil action and constitutes a complete resolution of all Intervenor's claims against HBH of unlawful employment practices under Title VII that were made against HBH in this action.

#### **V. OTHER INDIVIDUAL RELIEF**

**17. Expungement of Personnel File.** Defendant shall expunge the following records from the personnel files of the Class Members: (a) any and all references to the allegations of discrimination filed against Defendant that formed the basis of this action; (b) any and all references to Ms. Cabrera's and any of the Class Members' participation in the investigation or litigation of this action; and (c) any and all documents that refer, make reference to, or relate to any alleged performance deficiencies documented subsequent to March 24, 2010. Subsection (c) of this paragraph shall apply to any outstanding discipline of any current employee, unless express permission and written consent is given by the EEOC for the discipline to remain.

**18. References/Convert Termination to Resignation.** Defendant agrees that whenever a prospective employer contacts Defendant's Human Resources personnel for a "reference" for a Class Member, Defendant will provide a written, neutral reference in the form of Attachment "D" stating her dates of employment and last position held and will make no reference to this Consent Decree or the matters arising under or relating to the above-referenced lawsuit. Defendant will revise its records, including personnel files, to reflect that the Class Members, including Wendy Cabrera, voluntarily resigned. Defendant will also provide each Class Member a neutral reference in the form attached as Attachment "D".

## **VI. EMPLOYMENT POLICIES AND PRACTICES**

### ***Employment Policies***

**19.** Defendant, its officers, agents, successors, and other persons in active concert or participation with it, or any of them, are enjoined from engaging in any employment practice which discriminates on the basis of sex.

**20.** Defendant, its officers, agents, successors and other persons in active concert or participation with them, or any of them, are enjoined from engaging in reprisal or retaliation of any kind against any person because of such person's opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

**21.** The geographic scope of Paragraphs 19 and 20 will be the State of Colorado.

### ***EEO Policy Review***

**22.** Within sixty (60) days of the entry of this Decree, the Defendant shall, in consultation with an outside consultant experienced in the area of employment

discrimination law ("Consultant"), review its existing EEO policies to conform with the law and revise them, if necessary.

**23.** The written EEO policies must include at a minimum:

**23.1.** A strong and clear commitment to preventing unlawful gender discrimination, sexual harassment, and retaliation;

**23.2.** A clear and complete definition of gender-based hostile work environment, disparate treatment based on sex, and retaliation;

**23.3.** A statement that discrimination based on sex and/or retaliation is prohibited and will not be tolerated;

**23.4.** A clear and strong encouragement of persons who believe they have been discriminated or retaliated against to report such concerns;

**23.5.** The identification of specific individuals, with telephone numbers, to whom employees can report their concerns about discrimination, harassment, or retaliation;

**23.6.** An assurance that Defendant will investigate allegations of unlawful discrimination promptly, fairly, reasonably and effectively, using appropriate investigators, and that appropriate corrective action will be taken by Defendant to make victims whole and to eradicate the unlawful conduct;

**23.7.** A description of the consequences, up to and including termination, that will be imposed upon violators of Defendant's anti-discrimination policies;

**23.8.** A promise of maximum feasible confidentiality for persons who report unlawful discrimination, harassment, and/or retaliation, or who participate in an investigation into allegations of discrimination, harassment and/or retaliation; and

**23.9.** An assurance of non-retaliation for persons who report unlawful discrimination, harassment and/or retaliation, and for witnesses.

**24.** Any written EEO policies revised under Paragraphs 22 and 23 above, shall be posted or available in a prominent location frequented by employees, at each of Defendant's facilities in Colorado and distributed to each current employee in Colorado within ninety (90) days of the Effective Date of this Decree. The written EEO policies shall be distributed to all new employees when hired.

***EEO Training***

**25.** At least annually, Defendant shall provide EEO training for the employees identified below. Under this provision, employees will be trained at a minimum in the following areas: (a) the Defendant's policy and procedures for reporting alleged discrimination or harassment; (b) understanding the kind of conduct which may constitute unlawful discrimination or harassment; (c) the penalties of engaging in discriminatory behavior or harassment; and (d) Defendant's non-retaliation policy, including the penalties of engaging in retaliatory conduct. Training will be at Defendant's expense and may be by live presentation, on-line interactive training, and/or computer training, or a combination of the foregoing. Training will be conducted as follows:

**25.1. Non-managerial Employees:** Defendant will provide non-managerial employees within Colorado at least one (1) hour of EEO training per year on the subjects of sexual harassment and retaliation. The annual training will be devoted to sexual harassment/gender-based hostile work environment and retaliation. New employees will be provided at least a total of one (1) hour of training on sexual harassment and retaliation within thirty (30) days of hire.

**25.2. Supervisory and Managerial Employees:** Defendant will require all individuals who work in a managerial or supervisory capacity within Colorado, including all store managers, general managers, and district managers who have hiring, discipline, or firing authority, to receive at least a total of three (3) hours of training annually regarding Title VII and other federal anti-discrimination laws. At least two (2) of the three (3) hours must directly address sexual harassment/gender-based hostile work environment and retaliation, and one (1) of the three (3) hours must be instruction in the proper methods of receiving, communicating, investigating (where applicable), and ameliorating discrimination. Additionally, Defendant will require employees newly hired or promoted into a managerial or supervisory position to complete at least one (1) of the requisite two (2) hours of training on sexual harassment/gender-based hostile work environment and retaliation within thirty (30) days of being hired or promoted. Likewise, each new manager and supervisor shall complete the one (1) hour of complaint-handling training within thirty (30) days of being hired or promoted.

**25.3. Human Resource Employees:** Defendant will require all individuals

nationwide who work in a human resource capacity to receive at least a total of eight (8) hours of EEO training annually regarding Title VII and other federal anti-discrimination laws. At least four (4) of the eight (8) hours must directly address sexual harassment/gender-based hostile work environment and retaliation, and at least two (2) hours of the eight (8) hours must be instruction in the proper methods of receiving, communicating, investigating (where applicable), and ameliorating discrimination, including the proper procedures for documenting and preserving evidence of discrimination, archiving the corporation's investigation of complaints, as well as detailing the consequences and result of the investigation where discrimination is found. Additionally, Defendant will require employees newly hired or promoted into a human resource position to complete four (4) hours of general EEO training within thirty (30) days of being hired or promoted into a human resource position.

**25.4. Training on Investigative Techniques:** All employees with responsibility for responding to or investigating complaints of discrimination, which only include individuals who work in a human resource capacity, shall be provided two (2) hours of annual training instructing on accepted professional standards for receiving and investigating complaints of discrimination, including such matters as witness interview techniques, other evidence-gathering techniques, maintaining investigative notes and records, legal analysis of the evidence, and methods for eliminating and ameliorating violations of antidiscrimination law.

26. Defendant agrees that the first such training session for each employee group identified in Paragraph 25 above, will take place within ninety (90) days after the Effective Date of this Decree. Defendant agrees that those personnel required to attend shall both register and attend the training sessions.

***Notice Posting***

27. Within ten (10) business days after the Effective Date of this Decree, Defendant shall post in its Colorado locations, in a conspicuous place frequented by employees, the Notice attached as Attachment "A" to this Decree. The Notice shall be the same type, style, and size as set forth in Attachment "A". The Notice shall remain posted for the duration of this Decree. If the Notice becomes defaced or illegible, Defendant will replace it with a clean copy. Defendant shall certify to the Commission, in writing, within thirty (30) days of the Effective Date of this Decree that the Notice has been properly posted and shall provide recertification in each semi-annual report required in this Decree.

***Individuals Ineligible for Rehire***

28. Defendant agrees that it will never rehire James Jackman, Long Armstrong, Ray Olsen, Don Welch, and/or Donna Wagner-Rago at any of Defendant's facilities in the United States.

***EEO Compliance as a Component of Management Evaluation***

29. Defendant shall, within sixty (60) days of the Effective Date of this Decree, and at least continuously for the duration of this Decree, develop and implement a management evaluation system which includes EEO compliance, compliance with

policies and laws prohibiting retaliation, and compliance with this Decree as factors which shall be used to evaluate all managerial employees, including but not limited to all general managers, store managers, and district or regional managers responsible for any of Defendant's facilities in the United States. Defendant shall also, within sixty (60) days of the Effective Date of this Decree, and at least continuously for the duration of this Decree, advise its managerial officials that the amount of monetary bonuses these managers may be eligible for while this Decree is in effect, will be subject to reduction based on established non-compliance with EEO policies and procedures, policies and laws prohibiting retaliation, and this Decree.

#### **VII. Record-Keeping and Reporting**

**30.** For the duration of this Decree, Defendant shall maintain all records concerning implementation of this Decree, including, but not limited to the following:

**30.1.** Personnel files.

**30.2.** Complaints of gender discrimination, sexual harassment, or retaliation based on complaints concerning the same, and records documenting investigation of such complaints, including witness statements, documents compiled, findings, and remedial steps. "Complaints" shall include all complaints made, whether orally or in writing, to any individual with supervisory authority. The obligation to receive and relay those complaints is not limited to only the Defendant's Human Resources department, and HBH's managers must ensure they notify Defendant's Human Resources department of any such complaints. However, only Defendant's Human Resources department is obligated to record

such complaints. A complainant is not required to use technical terms; it is the substance of the allegations that puts the Defendant on notice that it is a hostile work environment based on sex, sexual harassment, or retaliation complaint.

**30.3.** The requirements of this Paragraph 30 shall apply to the State of Colorado.

**31.** Defendant shall provide an initial report for the first six (6) month period after the Effective Date of this Decree, and semi-annual reports for each six-month period thereafter. The reports shall be due thirty (30) days following the respective six-month period. Defendant may make such reports to the EEOC via electronic mail.

**32. Reporting Requirements:** Each report shall provide the following information:

**32.1. Reports of Discrimination**

**32.1.1.** For purposes of this Paragraph 32, the term "report of discrimination" will include any written or verbal complaint made by an employee at one of Defendant's Colorado locations, which alleges sex discrimination, or the witnessing of sex discrimination, based on gender or sexual harassment, the suffering or witnessing of conduct which a supervisor or manager recognizes as presenting an allegation of gender discrimination (including sexual harassment), even if such terminology is not used by the complainant. For example, if a female employee reports that a male employee has made offensive sexual comments, this should be recognized as a complaint of sexual harassment and/or gender discrimination even though the employee does not use the terms

“harassment” or “discrimination,” and regardless of whether the complaint is made orally or in writing. HBH does not have a reporting obligation for any complaint other than one of gender or sexual harassment or discrimination as defined in this paragraph.

**32.1.2.** Defendant’s reports to the EEOC shall identify all reports of gender discrimination or sexual harassment, and for each report of gender discrimination or sexual harassment, Defendant shall include:

- a. The name, address and telephone number of each person making a complaint or report of gender discrimination or sexual harassment to Defendant or to any federal, state, or local government agency.
- b. The name, address and telephone number of each person identified as a potential witness to the incident of discrimination.
- c. A brief summary of each complaint, including the date of the complaint, the name of the individual(s) who allegedly engaged in the discriminatory conduct, the Defendant’s investigation and response to the complaint, the name of the person who investigated or responded to the complaint, and what, if any resolution was reached. Defendant shall provide documents created under this section, upon request by the EEOC.

**32.2. Complaints of Retaliation**

**32.2.1.** For purposes of this Paragraph 32.2, the term “complaint of retaliation” will include any written or verbal complaint made by an employee at one of Defendant’s Colorado locations, which alleges

retaliation for activity that is protected based on sex or gender under Title VII, or alleges retaliation for conduct which the Defendant recognizes as protected activity under Title VII based on sex or gender, even if the complainant does not use such terminology.

**32.2.2.** Defendant's reports to the EEOC shall identify all complaints of retaliation based on sex or gender, and subject to the limitations set forth above, and for each complaint of retaliation, Defendant shall include:

- a. The name, address and telephone number of each person making a complaint of retaliation to Defendant or to any federal, state, or local government agency.
- b. The name, address and telephone number of each person identified as a potential witness to the incident of retaliation.
- c. A brief summary of each complaint, including the date of the complaint, the name of the individual(s) who allegedly engaged in the retaliatory conduct, the Defendant's investigation and response to the complaint, the name of the person who investigated or responded to the complaint, and what, if any resolution was reached. Defendant shall provide documents created under this section, upon request by the EEOC, within thirty (30) days of such a request.

**32.3. Training**

**32.3.1.** For each training program required under Paragraphs 24 and 25, and conducted during the reporting period, Defendant shall

confirm completion to the EEOC.

**32.3.2.** For each training program conducted under Paragraphs 25 and 26, Defendant will identify the individual performing the training. In the event the training program is conducted online, Defendant will instead provide complete screen shots from the online training.

**33. Posting of Notice:** Defendant shall recertify to the Commission that the Notice required to be posted under Paragraph 27 of this Decree has remained posted during the reporting period, or, if removed, was promptly replaced.

**34. Policy Review:** Defendant shall report on the status of the EEO policy review process required under Paragraphs 22 through 24, above.

#### **VIII. ENFORCEMENT OF DECREE**

**35. Dispute Resolution.** In the event EEOC believes that Defendant has failed to comply with any provision of this Decree, EEOC shall notify the Defendant in writing of the specific provision or provisions with which compliance allegedly has not occurred and the facts forming the basis of the alleged non-compliance. Upon receipt of such notice, Defendant shall have thirty (30) days to remedy the alleged non-compliance or satisfy EEOC that Defendant has complied. If Defendant has not remedied the alleged non-compliance or satisfied EEOC that it has complied within 30 days, the EEOC may submit the matter to Amy Lieberman for disposition according to the procedures the mediator shall determine. Defendant shall pay the costs of Amy Lieberman for any such procedures. The EEOC may not proceed to court without first submitting the

matter to the Amy Lieberman, and after the Parties' good faith attempt to mediate their dispute is unsuccessful.

**36.** The Parties agree that this Decree may be used as evidence in a subsequent proceeding in which EEOC seeks to enforce the Decree.

**37.** There is no private right of action to enforce Defendant's obligations under this Decree and only the Commission, or its successors or assigns, may enforce compliance herewith. EEOC may enforce this Decree by filing an action in U.S. District Court for the District of Colorado. Nevertheless, the Parties must comply with Paragraph 35 regarding the Dispute Resolution procedure, and exhaust their obligations using that procedure, except in exceptional circumstances where EEOC reasonably believes that the alleged non-compliance is not capable of being cured, such that notice and an opportunity to cure would be futile.

#### **IX. EEOC AUTHORITY**

**38.** With respect to matters or charges outside the scope of this Decree, this Decree shall in no way limit the powers of the Commission to seek to eliminate employment practices or acts made unlawful by any of the statutes over which the EEOC has enforcement authority, and do not arise out of the claims asserted in this lawsuit.

#### **X. COSTS AND ATTORNEY'S FEES**

**39.** Other than as provided for and specified in this Decree, each party shall be responsible for and shall pay its own costs and attorney's fees.

**XI. NOTICE**

40. Unless otherwise indicated, any notice, report, or communication required under the provisions of this Decree shall be sent by certified mail and/or overnight delivery (using UPS or a similar package service), postage prepaid, as follows

Rita B. Kittle  
Supervisory Trial Attorney  
EEOC Denver Field Office  
303 E. 17th Avenue, Suite 410  
Denver, CO 80203

Angelo Spinola, Esq.  
Benson E. Pope, Esq.  
Littler Mendelson, P.C.  
3344 Peachtree Road, N.E.  
Suite 1500  
Atlanta, GA 30326

**XIII. SIGNATURES**

The signatories warrant and represent to each other that the persons signing this Decree are fully authorized to act and sign this Decree on behalf of the respective parties.

This Decree may be signed in counterparts, all of which together shall constitute one instrument.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2013.

BY THE COURT:

\_\_\_\_\_  
United States District Judge

The undersigned have read the foregoing Consent Decree and accept and agree to the provisions continued therein.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

By: Mary Jo O'Neill  
Mary Jo O'Neill  
EEOC Regional Attorney,  
Phoenix District

THE ORIGINAL HONEYBAKED HAM  
COMPANY OF GEORGIA, INC.

By: Michael A. Esposito  
Michael Esposito  
Vice President Human  
Resources

Date: May 28, 2013

Date: May 28, 2013

\_\_\_\_\_  
Wendy Cabrera

Date: \_\_\_\_\_

The undersigned have read the foregoing Consent Decree and accept and agree to the provisions continued therein.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

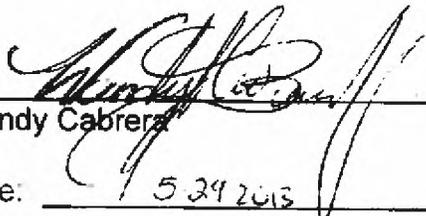
THE ORIGINAL HONEYBAKED HAM  
COMPANY OF GEORGIA, INC.

By: \_\_\_\_\_  
Mary Jo O'Neill  
EEOC Regional Attorney,  
Phoenix District

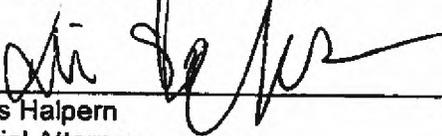
By: \_\_\_\_\_  
Michael Esposito  
Vice President Human  
Resources

Date: \_\_\_\_\_

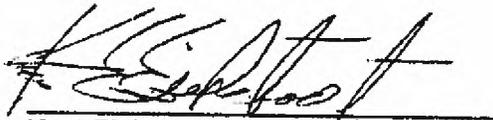
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Wendy Cabrera  
Date: 5 29 2013

APPROVED AS TO FORM:

  
Iris Halpern  
Trial Attorney  
EEOC DENVER FIELD OFFICE  
303 E. 17<sup>th</sup> Avenue, Suite 510  
Denver, CO 80203

Attorney for Plaintiff EEOC

  
Kent Eichstadt  
MCCURDY & EICHSTADT, P.C.  
9085 E. Mineral Circle, Suite 380  
Centennial, CO 80112-3462

Attorneys for Plaintiff Intervenor

*Angelo Spinola (signed w/express permission  
by Sheron Ramsey)*  
Angelo Spinola, Esq.  
Benson E. Pope, Esq.  
LITTLER MENDELSON, P.C.  
3344 Peachtree Road, N.E.  
Suite 1500  
Atlanta, GA 30326

Attorneys for Defendant

**ATTACHMENT A**

**NOTICE**

Management of HoneyBaked Ham wishes to emphasize the company's fundamental policy of providing equal employment opportunity in all of its operation and in all areas of employment practices. HoneyBaked Ham seeks to ensure that there shall be no discrimination against any employee or applicant for employment on the grounds of sex or pregnancy. This policy extends to insurance benefits and all other terms, conditions and privileges of employment.

Under Title VII of the Civil Rights Act of 1964, it is unlawful for an employer to discriminate based upon the sex of an applicant or employee. Further, it is unlawful for any employer to retaliate against an employee because he or she has opposed discriminatory employment practices, or because he or she has filed a charge of discrimination with any municipal, state or federal equal employment opportunity agency, or because he or she has participated in an investigation of a charge of discrimination.

HoneyBaked Ham respects the right of its employees and applicants for employment to work in an environment free from discrimination. Accordingly, HoneyBaked Ham reaffirms its commitment to complying with the strictures of Title VII in that it is our policy to prohibit all discrimination based on sex.

Any employee who believes that he/she has suffered discrimination on the basis of sex or pregnancy, has the right to contact the U.S. Equal Employment Opportunity Commission (EEOC) directly at 1-800-669-4000 and/or HBH's UaskHRM number at 1-877-UASKHRM (1-877-827-5476). In compliance with federal law, no official at HoneyBaked Ham will retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart.

This Notice shall remain posted for the term of three (3) years.

The Original HoneyBaked Ham Company of Georgia, Inc.

By: \_\_\_\_\_

\_\_\_\_\_ Date

**ATTACHMENT B**

**RELEASE**

In consideration for the payments to be paid to me by The Original HoneyBaked Ham Company of Georgia, Inc., and in connection with the resolution of *EEOC v. The Original HoneyBaked Ham Company of Georgia, Inc.*, No. 11-cv-02560-MSK-MEH (D. Colo.), I waive my right to recover for any claims of gender discrimination, sex discrimination, sexually hostile work environment, or retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended, that I had against The Original HoneyBaked Ham Company of Georgia, Inc. prior to the date of this release and that were included in the claims alleged in EEOC's complaint in *EEOC v. The Original HoneyBaked Ham Company of Georgia, Inc.*, No. 11-cv-02560-MSK-MEH (D. Colo.). I enter into this release freely and do so knowingly and voluntarily.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, ZIP**

\_\_\_\_\_  
**Phone Number**

**ATTACHMENT C**

Wendy Cabrera

Nancy Sbravati

Melissa Gunther

Kathy Gountanis

Monique Thomas

Sierra Shoemaker

Elze Sakalyte

Alex Fye

Ashley Haider

Charlene Witchard

Allison Jones

Shawn Mondragon

Ashley Ramirez

Elizabeth Johnson

Leslie Ingram

Courtney Luhrsen

Margo Mondragon

Lisa Jager

Shannon Kennedy

Catherine Vigil

Kelly Teegarden

**ATTACHMENT D**

[On Company Letterhead w/ HR contact information]

To Whom It May Concern:

It is the policy of the Original HoneyBaked Ham to provide neutral letters of reference regarding former employees, stating only dates of employment, last position held, and whether the individual is eligible for rehire.

[Class Member] worked for the Original HoneyBaked Ham from [date] to [date]. She was a [position] when she left the company. She is eligible for rehire.

Sincerely,

[Someone from HR]