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

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

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, which allegedly unlawful practices and payments are specifically denied by the Defendant, SuperValu Holdings, Inc. (hereinafter "SuperValu").

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, and

(2) implementation of this Decree, as provided in paragraphs 1 through 13 below, will advance the purposes and provisions of Title VII and the EPA.

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

1. By entering into this agreement, SuperValu does not admit that it violated Title VII or the EPA. It is the position of SuperValu that it has complied with, and will continue to comply with, the EPA, Title VII and all the laws, rules, and regulations dealing with equal employment opportunity, and SuperValu has consented to the entry of this Decree solely to avoid the burden and expense of further litigation.

2. This Consent Decree is final and binding, as of the date of final approval and entry of the Consent Decree by the Court, upon the Commission and SuperValu pursuant to the terms herein. This Consent Decree is intended to and does resolve, fully, finally, and forever, all matters and claims in dispute between the Commission and SuperValu in this action, and all other matters and individual or class claims which could have been raised in this action under Title VII or the EPA based upon anything which occurred prior to the date of the filing of the Joint Motion for Entry of a Consent Decree.

3. 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.

4. 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. Specifically, SuperValu agrees that, as required by the EPA, within any establishment, 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.

5. 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.

6. SuperValu agrees to pay a total gross amount of $400,000, which will be distributed to the individuals listed on Appendix B in the specific amounts set forth therein as determined by the Commission, subject to applicable taxes and withholdings. SuperValu will not withhold taxes or other withholdings from any amounts other than amounts paid for back wages. SuperValu agrees not to deduct from any amount the employer's share of any costs, taxes, or social security required by law to be paid by SuperValu. 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 business days of receipt of the releases or entry of the Decree, whichever is later, SuperValu shall mail checks, payable to the individuals, by certified mail to individuals who have executed releases (to the addresses provided to SuperValu by the Commission). SuperValu shall mail a copy of the checks and proof of their delivery (signed certified mail receipts) to the Commission. The Commission will then provide the original releases to counsel for SuperValu.

7. 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, that individual will be entitled to nothing under this Decree, and the amount due to that individual will be divided *pro rata* among the individuals who execute releases according to the percentages listed on Appendix B.

8. 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 EPA and Title VII. 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 commencement of the training.

9. SuperValu agrees to submit a report to the EEOC detailing compliance with this Decree within 120 days of the date of entry of the Decree. SuperValu will certify to the EEOC's Regional Attorney that it has complied with ¶¶s 5 and 8 of this Decree. In addition, SuperValu

shall submit a report due on March 1, 2003. In both reports, Defendant shall include the following information:

i. the dates and topics of all training programs offered concerning Title VII and the EPA;

ii. a copy of all written materials utilized 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.

10. 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. In the event that the EEOC alleges that a violation of this Decree has occurred, before the EEOC seeks enforcement of this Decree by the Court, the EEOC shall give notice in writing specifically identifying the alleged violation to SuperValu. SuperValu will have ten business days in which to investigate and respond to the allegation.

11. The term of this Decree shall be for two years following the date of entry of this Decree.

12. Each party will bear its own costs, attorney fees, and expenses in this action.

13. The Court will retain jurisdiction of this cause for two 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: 1-2-02

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 Title VII and the Equal Pay Act, 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

CLASS DISTRIBUTIONS

Diane Bobilya	$23,219.78	5.80%
Jane Christman	23,219.78	5.80%
Susan Claypool	23,219.78	5.80%
Amanda Cook	22,951.64	5.74%
Kathleen Crick	342.53	0.09%
Lisa Elmer-Sorge	23,219.78	5.80%
Cristine Enos	23,219.78	5.80%
Donna Everest	23,219.78	5.80%
Cami Gerdes	18,355.87	4.59%
Julie Gropengeiser	23,219.78	5.80%
Cheryl Guzman	8,404.88	2.10%
Elizabeth Hammond	7,463.43	1.87%
Kimberly Howey	16,985.75	4.25%
Patricia Klaiss	4,590.90	1.15%
Joanne Lantz	23,219.78	5.80%
M. Sue Luther	23,219.78	5.80%
Denise Parker	19,588.97	4.90%
Rebecca Payton	18,355.87	4.59%
Violet Thomas	22,951.64	5.74%
Kathryn Van Ryn	4,590.90	1.15%
Carol Zent	23,219.78	5.80%
Jaliene Zent	23,219.78	5.80%

APPENDIX B

RELEASE

In consideration of the payment to me by SuperValu Holdings, Inc., of $____________, less appropriate tax deductions and withholdings, and in consideration of the Consent Decree (of which this release is a part) agreed to by the Equal Employment Opportunity Commission and SuperValu Holdings, Inc., in Civil Action 1:01-CV-117, which the Court will enter of record, I, _ _______, hereby fully and forever release and discharge SuperValu Holdings, Inc., and SuperValu, Inc., and their affiliates, successors, and assigns, including their present and former directors, officers, employees, and agents, from any claim or obligation (including attorneys' fees) based on alleged discrimination in violation of the Equal Pay Act or Title VII of the Civil Rights Act of 1964 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