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IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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SANDI DORMAN, PAMELA BRIGGS,
YOLANDA THOMAS, MARY MCGAHEE,
BARBARA MITCHEL, AMBROSE DANCY,
TERRY WYATT, ANGELA KIRCUS,
ANGELA HUBBARD, TAMRAH L. HARRIS,
MARVIN BROWN, HENRY DUBOSE, and
RANOLDO BOSTON, individually and
on behalf of all other persons
similarly situated,

Plaintiffs,

vs.

WINN-DIXIE STORES, INC.,
WINN-DIXIE CHARLOTTE, INC.,
WINN-DIXIE RALEIGH, INC.,
WINN-DIXIE TEXAS, INC.,
WINN-DIXIE MIDWEST, INC.,
WINN-DIXIE ATLANTA, INC.,
WINN-DIXIE MONTGOMERY, INC.,
and WINN-DIXIE LOUISIANA, INC.,

Defendants.

CLERK U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

CIVIL ACTION FILE NO. 99-__

CLASS ACTION

99-722-Civ-J-215

CONSENT DECREE

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I. INTRODUCTION

This Consent Decree has been voluntarily entered into by the parties engaged in this litigation, and has been submitted to the United States District Court for the Middle District of Florida (Jacksonville Division) for approval. This Decree fully and finally resolves all of the litigation now pending between the parties.

This Consent Decree includes a joint statement of the purposes of the Decree, a description of the history of the litigation and its antecedents, and various substantive provisions agreed upon by the parties. No particular provision has been agreed to because of any prior Court order. Rather, the parties have met and reached voluntary agreement on the entire contents of this Decree, assisted by a well-qualified employment class action mediator with particular experience in the retail grocery chain industry.

II. PURPOSES OF THE CONSENT DECREE

The parties have entered into this Consent Decree for the following purposes:

A. To resolve all disputes covered by this Consent Decree in such a way as to avoid further expensive and protracted litigation;

B. To ensure equal employment opportunity for female and African-American persons working within Winn-Dixie's retail operations;

C. To assist Winn-Dixie in achieving its commitment to gender and racial diversity in the workplace, consistent with its associates' (employees') appropriately informed, freely expressed and documented job interests;

D. To increase the awareness of females and African-Americans concerning the various career options available to them in Winn-Dixie's retail stores, and to ensure that they are fully and fairly considered for promotional opportunities in which they are interested;

E. To create an expedited procedure for distributing a monetary settlement to eligible members of the Settlement Class and for implementing equitable relief pursuant to the terms of this Decree, and

F. To provide finality to the resolution of all claims and defenses asserted in this action.

III. DEFINITIONS

The following terms, when used in this Decree, in addition to the terms defined elsewhere in the Decree, shall have the following meanings:

A. "Approval Date" means the date upon which the Court signs this Decree, after having determined that it is fair, adequate and reasonable to the Class as a whole, after: (i) notice to the Class; (ii) an opportunity to opt out of the Settlement Class with respect to monetary relief; (iii) an opportunity to submit timely objections to the Decree; (iv) appropriate discovery of the specifics of any such timely objections, and (v) a hearing on the fairness of the settlement.

B. "Best Efforts" means implementing a plan reasonably designed to comply with the specified objectives to which the best efforts are directed.

C. "Class" and "Settlement Class" are defined in Sections VII.A and VII.B, respectively.

D. "Class Counsel" means the Law Offices of Whatley Drake, L.L.C. of Birmingham, Alabama, the Law Offices of Gordon, Silberman, Wiggins & Childs of Birmingham, Alabama, and the Law Offices of Gardner, Middlebrooks, Fleming & Gibbons, P.C., of Birmingham, Alabama, and their successors, if any, as defined by the presence of lead counsel: Joe R. Whatley, Jr., Robert F. Childs, Jr., Ann C. Robertson, Frederick T. Kuykendall, III and Candis A. McGowan.

E. "Class Representatives" means Sandi Dorman, Pamela Briggs, Yolanda Thomas, Mary McGahee, Barbara Mitchell,

Ambrose Dancy, Terry Wyatt, Angela Kircus, Angela Hubbard, Tamrah L. Harris, Marvin Brown, Henry Dubose and Renaldo Boston, who are certified by this Court to represent the Class pursuant to Fed. R. Civ. P. 23, for settlement purposes only.

F. "Court" means the United States District Court for the Middle District of Florida, Jacksonville Division.

G. "Eligible Associates" means those associates who have registered their interest for the pertinent job pursuant to the Job Request and/or Job Posting provisions of Section XIII of the Decree, and have been determined to meet the Initial Minimum Qualifications for the pertinent job established and maintained by Winn-Dixie pursuant to the terms of Section XIII.B. In accordance with common usage at Winn-Dixie, hourly and managerial employees are referred to both as "associates" and as "employees" throughout this Decree.

H. "Final Approval" means the signing of this Decree on the Approval Date by the United States District Court for the Middle District of Florida, and either: (1) the expiration of the time for filing of a direct appeal from the Court's approval of the Decree without the filing of a notice of appeal, or (2) if a timely direct appeal is filed, the final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Consent Decree.

I. "Final Approval Date" is the date upon which Final Approval of this Decree is attained, as set forth in ¶ III.H., above.

J. "Gender Discrimination" or "Racial Discrimination" or "Discriminating on the basis of Gender or Race" means unlawful discrimination against associates on the basis of their sex, gender and/or race, including, but not limited to, retaliation against an associate because he or she has opposed practices he or she believes in good faith to constitute unlawful sex, gender and/or race discrimination or has participated in processes designed to obtain relief for alleged unlawful sex, gender or race discrimination. For all purposes of this Decree, "Gender Discrimination" or "Race Discrimination" and "Discriminating on the basis of Gender" or "Race" shall not include: (1) sexual or racial harassment; (2) retaliation for opposing or complaining about alleged sexual or racial harassment; (3) retaliation for participating in a process designed to obtain relief for alleged sexual or racial harassment, and/or (4) discrimination with respect to not being hired by Winn-Dixie.

K. "Goal Positions" means the following retail store positions, as to which the current job code number is stated in parentheses:

1. Women

(a) All divisions and operating companies:

District Manager (81)
Location Director (01),
Assistant Manager (02), not Charlotte,
Fort Worth, Orlando and New Orleans
Jr. Assistant Manager (03),
Co- Manager (20),
Exempt Market Manager (80)
Market Manager (81)
Assistant Market Manager (82)
Meat Cutter (83 & 93)
Meat Associate (85 & 95)
Dairy Manager (24)
Dairy Associate (25 & 26)
Grocery Manager (33)
Stock Associate (04 & 34)
Overnight Stock Associate (44)
Frozen Food Associate (32 & 37)
Produce Manager (51)
Produce Associate (53 & 64)

(b) Job positions in certain divisions and operating companies:

Relief Co-Manager (19) - Miami, Raleigh,
Tampa
Relief Manager (22) - Raleigh, Montgomery
Seafood Manager (68) - Miami
Seafood Associate (69 & 70) - Miami
Price Control Manager (23) - Montgomery
Receiving Manager (38) - Midwest

2. African-American Men

(a) All divisions and operating companies:

District Manager (81)
Location Director (01)
Exempt Market Manager (80) - except Miami
and Raleigh

(b) Job positions in certain divisions and operating companies:

Assistant Manager (02) - Montgomery and
Tampa

Jr. Assistant Manager (03) -
 Jacksonville, Midwest, Orlando and New
 Orleans
 Co-Manager (20) - Midwest, Montgomery,
 Raleigh and Tampa
 Relief Co-Manager (19) - Miami and Tampa
 Relief Manager (22) - Montgomery and
 Raleigh
 Market Manager (81) - Charlotte, Midwest,
 New Orleans, Raleigh and Tampa
 Assistant Market Manager (82) - Midwest
 and Orlando
 Full time Meat Cutter (83) - Fort Worth,
 Midwest and Orlando
 Part time Meat Cutter (93) -
 Jacksonville, Midwest, Montgomery and
 Orlando
 Full time Meat Associate (85) - Atlanta,
 Charlotte, Jacksonville, Midwest and
 Raleigh
 Part time Meat Associate (95) - Atlanta
 and Charlotte
 Produce Manager (51) - Atlanta and Miami
 Grocery Manager (33) - Charlotte and Fort
 Worth
 Full time Frozen Food Associate (32) -
 Charlotte and Fort Worth
 Dairy Manager (24) - Raleigh
 Full time Dairy Associate (25) - Raleigh

L. "Goal-Related Geographical Area" means the relevant
 operating company or operating division (as applicable) or
 District in which goals for pertinent jobs are calculated.¹
 The Goal-Related Geographical Areas shall be as follows:

1. The Goal-Related Geographical Area shall be the
 entire operating company or entire operating division for the

1 Listing a job in this ¶ III(L) does not require that a
 goal be established for it, either initially or any
 particular point in time. Goal establishment is governed by
 S XIII(C).

positions of Location Director, Co-Manager, and Exempt Market Manager.

2. The Goal-Related Geographical Area shall be District-wide for the positions of Assistant Location Manager, Second (Junior) Assistant Location Manager, Produce Manager, Market Manager, Service Market Manager, Bakery Manager, Deli Manager, General Merchandise Manager, Customer Service Manager, Head Cashier, Grocery Manager, Price Control Manager, Dairy/Frozen Food Manager, Seafood Manager, and Photo Lab Manager.

3. The Goal-Related Geographical Area for all other non-managerial goal jobs identified under this Decree shall be storewide.

4. The Goal-Related Geographical Area for new stores being opened shall include all districts covered within a new store's county of location for all store positions set forth in subparagraphs 1, 2 and 3, above.

M. "Liability Period" means the period between June 23, 1993 and the Preliminary Approval Date for employees of Winn-Dixie's retail stores.

N. "Initial Minimum Qualifications" means those discrete qualifications (such as service requirements, educational requirements, job knowledge tests, etc.) which:
(1) are used by Winn-Dixie as preliminary, independent

qualifiers, such that the failure to meet the qualification is, itself, used by Winn-Dixie to preclude further consideration of the individual for a Goal Position; (2) can be isolated for purposes of determining adverse impact, and (3) may be applied by Winn-Dixie to screen associates who have requested or bid on a position, prior to determination of goals under this Decree. The current Initial Minimum Qualifications for Goal Positions are set forth in Exhibit A, attached hereto, and are approved as fair, reasonable and non-discriminatory.

O. "Preliminary Approval Date" means the date upon which the Court entered an Order preliminarily approving this Decree, pending notice, setting an opportunity to opt out of the Settlement Class or submit objections to the Decree, and scheduling a fairness hearing thereon. That date is _____, 1999.

P. Solely for purposes of this Decree (and for no other purpose whatsoever), the term "Winn-Dixie" means: (a) Winn-Dixie Stores, Inc. ("Stores"); (b) each retail operating division of Winn-Dixie Stores, Inc., and (c) the various Winn-Dixie retail operating companies, consisting of Winn-Dixie Charlotte, Inc., Winn-Dixie Raleigh, Inc., Winn-Dixie Texas, Inc., Winn-Dixie Midwest, Inc., Winn-Dixie Atlanta, Inc., Winn-Dixie Montgomery, Inc., and Winn-Dixie Louisiana, Inc.

(each of which is referred to as "an operating company" and all of which are collectively referred to as "the operating companies").

Q. "Selection Standards" means any factors considered by Winn-Dixie when making a final selection decision, other than Initial Minimum Qualifications.

R. "Term of this Consent Decree" is the period from the Approval Date until the expiration of the Decree pursuant to Section VI.

S. "Adverse impact" shall be defined under this Decree as a violation of the "80% or 4/5ths Rule" of the federal *Uniform Guidelines on Employee Selection Procedures*, 29 CFR § 1607 et seq. ("Uniform Guidelines"), which is also statistically significant at two or more standard deviations, measured annually by calendar year.

T. "Unlawful adverse impact" shall be defined under this Decree as adverse impact of a selection device (see ¶ III.S, above), without an adequate demonstration of job-relatedness under Title VII case law, or, if such demonstration is made, without the known and available existence of an at least equally useful alternative selection procedure with significantly less adverse impact against both African-American and female class members. The cost of the alternative is an essential part of the evaluation of its

usefulness to the Defendant(s) in question, as is its relative degree of job-relatedness.

IV. LITIGATION BACKGROUND

On June 27, 1996, Angela Kircus, Tamrah Harris and Angela Hubbard, former or current associates of Winn-Dixie Montgomery, Inc., filed a complaint on behalf of themselves as individuals and on behalf of other similarly-situated females and/or African-Americans against Winn-Dixie Montgomery, Inc. pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. and 42 U.S.C. § 1981 ("§ 1981"). This action, Kircus v. Winn-Dixie Montgomery, Inc., was originally brought in the U.S. District Court for the Northern District of Alabama, Southern Division (hereinafter "the Kircus action").

On October 16, 1996, Pamela Briggs, Yolanda Thomas, Mary McGahee, Barbara Mitchell, Ambrose Dancy and Terry Wyatt filed a Motion to Intervene and Complaint in Intervention, seeking to intervene in the Kircus action as Plaintiffs-Intervenors (hereinafter "the Briggs" action"). On October 10, 1996, the Motion to Intervene was denied, but contemporaneously ordered by the District Court to be filed as a separate action and simultaneously consolidated with the Kircus action (hereinafter "the consolidated Kircus and Briggs actions").

The consolidated Kircus and Briggs actions alleged that Winn-Dixie Montgomery, Inc. ("WDM" or "Montgomery") had engaged in a policy or pattern or practice of discrimination on the basis of gender and/or race against the Plaintiffs and against allegedly similarly situated female and/or African-American associates of WDM's retail operations in initial and subsequent job assignments and store assignments, hours, training, education, skills and career development, performance appraisals, promotions, transfers, full-time status, compensation, discharge, discipline and other benefits and conditions of employment. The consolidated Kircus and Briggs actions further alleged that WDM has engaged in a pattern or practice of harassing and retaliating against female and African-American associates who protested against such alleged conduct. On June 3, 1997, Plaintiffs in the consolidated Kircus and Briggs actions, contending that Stores is subject to federal personal jurisdiction in Alabama, moved to amend to add Stores as a co-defendant in these actions, but did not seek to add any of the other operating companies. Stores has never consented to jurisdiction in Alabama and had previously obtained a U.S. District Court ruling in another case that it was not subject to personal jurisdiction in Alabama. The Court in the Kircus and Briggs actions quashed service of process on Stores on March 31, 1999.

Stores (which is located in Jacksonville, Florida) is subject to the jurisdiction of the U.S. District Court for the Middle District of Florida (Jacksonville Division), and all of the retail operating companies have consented to such jurisdiction solely for purposes of the resolution of this action. Stores and each of the retail operating companies categorically deny that they have engaged in any policy or pattern or practice of gender or race discrimination or retaliation against any female or African-American current or former associates, whether collectively or individually, and maintain that their respective female and African-American associates have had equal employment opportunity and are assigned to jobs and stores, assigned hours, trained, evaluated, developed, promoted, transferred, paid, disciplined, provided benefits and accorded full-time status on the same terms and conditions as their respective similarly-situated and interested white and male associates. Stores and each of the retail operating companies further contend that they are each in compliance with all applicable state and federal fair employment laws.

The parties commenced both formal and informal discovery in January, 1997, directed to issues regarding the suitability of the eleven female and African-American associates' gender and race discrimination and retaliation claims for class

treatment, the adequacy of the thirteen female and African-American associates to represent an alleged class of WDM's, Stores', and the operating companies' respective retail store female and African-American associates, the merits of Plaintiffs' individual claims, and other class certification issues.

On March 31, 1999, the Court granted the motions to intervene by Henri Dubose and Marvin Brown into the consolidated Kircus and Briggs actions as additional named plaintiffs. Upon consent motion of the parties, the Court referred the consolidated Kircus and Briggs actions to mediation and stayed all motion practice and discovery pending the outcome of the mediation. During the mediation the parties consented to additional discovery, as well as the informal exchange of large quantities of data and documents.

The Plaintiffs have vigorously prosecuted this case, and WDM has vigorously contested it. (Stores has from the first taken the position that it is not a proper party Defendant to the cases in Alabama and is not subject to personal or subject-matter jurisdiction in the cases in Alabama). While discovery has not been completed, the parties have taken sufficient discovery to assess reliably the relative merits of the claims of the Plaintiffs and the proposed certified Class, and of WDM's defenses, as well as those of the other

Defendants. For example, Plaintiffs have taken depositions of Gary Doss (WDM's Retail Operations Superintendent) and Harold Miller (WDM's President). WDM has taken deposition testimony of each of the putative Class Representatives. The parties have also produced more than 1.134 million pages of documents relevant to the issues in this case. WDM has produced computer-readable personnel and other employment-related records for all its associates who worked in WDM's retail stores at any time from 1992 through March 30, 1998, as well as thousands of "hard-copy" personnel files. In addition, exclusively for the purposes of mediation, Stores and the operating companies have produced computer-generated personnel data adequate to enable Plaintiffs to conduct and review relevant adverse impact analyses for all Defendants.

On October 28, 1997, Plaintiffs and WDM began Court-ordered mediation negotiations with the assistance of a highly experienced employment law attorney mediator with special expertise in employment class actions involving retail grocery chains: Hunter R. Hughes, III, Esq. of Atlanta, Georgia. After an organizational meeting, the mediation was conducted entirely in Atlanta, Georgia and was broadened (expressly without waiver of Stores' and the operating companies' jurisdictional defenses) to include Stores and the other retail operating companies in addition to WDM. The parties

have exchanged substantial and detailed statistical and expert analyses, as well as other relevant information, during these mediated negotiations on a Company-wide basis, including data for each retail operating subsidiary and division. Under the supervision and with the direct participation of the mediator, these negotiations have been conducted at arms-length and without collusion. These efforts resulted in an agreement to expand and to settle this action in this forum, subject to this Court's review and approval after notice, an opportunity to object and/or opt out and fairness hearing. The terms of the parties' agreement are contained in this Consent Decree.

The parties and the mediator agree that the formal and informal discovery conducted in this action -- the depositions taken by all sides, the documents produced, the expert witness analyses, and the information exchanged during mediation -- are sufficient to assess reliably the merits of the respective parties' positions and to mediate and compromise the issues on a fair and equitable basis. As indicated by the signature of counsel at the end of this document, the parties have consented to the entry of this Decree.

V. JURISDICTION

For purposes of reviewing and approving this Consent Decree, the Court has jurisdiction over the parties and the

subject matter of this action. The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable and monetary relief set forth in this Consent Decree (hereinafter "Decree"). Venue is proper in the U.S. District Court for the Middle District of Florida (Jacksonville Division). This Court shall retain jurisdiction of this action during the duration of the Decree solely for the purpose of entering all orders authorized hereunder which may be necessary to implement the relief provided herein.

VI. EFFECTIVE DATES AND DURATION OF CONSENT DECREE

A. Unless provided otherwise, the equitable provisions in this Decree are effective thirty days following the Approval Date, provided however that, in the event that this Decree ultimately does not receive Final Approval, then any prior contempt finding which may have been entered shall be vacated by the Court.

B. Except as otherwise provided herein, the provisions of this Decree and the agreements contained herein shall remain in effect for seven (7) years from thirty (30) days after the Approval Date.

1. Unless earlier terminated by the Court pursuant to Section VI.B.2, or unless an extension is granted by the Court pursuant to Section VI.B.3, this Decree shall expire

without further action by the parties at midnight on the thirtieth day after the seventh anniversary of the Approval Date.

2: Notwithstanding the foregoing, at any time on or after the fifth anniversary of the Approval Date, Stores and/or any operating company or division, as applicable, may petition the Court to terminate the Decree as to it (or them), and all or any of its provisions, provided that during the last year, and one of the two years prior to it, immediately preceding the petition to terminate jurisdiction Stores and/or the relevant operating company or division has not: (a) been held by the Court to have materially violated the Decree (as opposed to isolated incidents of demonstrated non-compliance), which holding has not been vacated or reversed, or (b) failed to achieve the numerical goals for Goal Positions established pursuant to Section XIII.C of the Decree for which the Goal Related Geographical Area is the operating company or the division, as described in Section III.L. In determining numerical goal achievement, any operating company or division qualifies which both: (i) offers females and/or African-Americans positions consistent with the applicable goals, and (ii) females and African-Americans accept offers for the applicable goal position at 80% or more of the white male acceptance rate for that position in both the preceding year

and either of the two years prior to that one. Further preconditions to any petition to terminate jurisdiction before the expiration of the seven-year term of the Decree are: (c) the shareholders of Winn-Dixie Stores, Inc. must have elected an African-American to its Board of Directors and continued to have at least one female on said Board, and (d) the petitioning entity must have sought to increase the numbers of females and African-Americans in all managerial positions above the goal-level positions, up to and including Operating Company/Division President, subject to Defendants' promote-from-within policy and Defendants' right to select the candidate it reasonably believes to be best-qualified. Class counsel may respond to any such petition in accordance with the Local Rules of the U.S. District Court for the Middle District of Florida (Jacksonville Division), and the petitioner(s) may submit a reply. Upon review of all the materials submitted by the parties, and a hearing thereon if the Court should so desire, the Court shall grant the petition seeking early termination if the Court is persuaded that the standards set forth in this paragraph have been met in relevant respects.

3. If the Decree has not earlier been terminated pursuant to Section VI.B.2, Class Counsel may petition the Court to extend the Decree's terms wholly or in respect to one

or more terms and/or retail operating companies or divisions. No extension of this Decree shall be granted unless Class Counsel demonstrates that, during the final year of the seven years of the term, the relevant operating company or division has materially violated the Decree (as opposed to isolated incidents of demonstrated non-compliance), and such violations are unremedied. In such event, only those terms of the Decree and the operating company or division as to which such a showing has been made shall be subject to extension by the Court for such appropriate additional period as may be necessary to secure compliance, but not in any case to exceed two (2) years following the original seven-year duration of the Decree.

VII. SETTLEMENT CLASS

A. For purposes of the monetary relief provided in this Decree, the Settlement Class is certified pursuant to Federal Rule of Civil Procedure 23(b)(3) and consists of: (1) all female and/or African-American management and non-management employees and former employees of Winn-Dixie Stores, Inc. or any of the retail operating companies who have worked in retail operations at any time on or after June 23, 1993, and who have worked for a total of at least two years, at least one year of which was full-time, through the Preliminary

Approval Date, except those females and African-Americans who have worked only in pharmacy operations in a licensed position or who have filed a timely request to opt out of the monetary relief provisions of this Decree; (2) any female part-time retail operations employees of Stores, or of any of the retail operating companies, who had at least two years service, worked for Winn-Dixie or one of the retail operating companies after June 23, 1993, and was able to demonstrate through the filing of a verified claim form that she: (a) requested a full-time job but did not receive such job within 65 days of the request; (b) wanted a full-time job but was not aware of the posting for such a job or not aware that she could file a job request which would have enabled her to obtain a full-time job, or (c) wanted to seek a full-time job but was in some specific manner discouraged from applying for such a job by a particular manager or managers whom she can identify. The Settlement Class closes on the Preliminary Approval Date. All females and African-Americans hired by Stores or one of the retail operating companies or divisions into a retail store position after [preliminary approval date], 1999 may avail themselves of the equitable relief provided in the Decree, but shall not be entitled to any portion of the monetary relief provided hereunder except as expressly provided.

be admissible or citable in any court regarding the propriety of class certification, or any other issue or subject.

VIII. RELEASE OF CLAIMS

A. Release of Claims by Private Plaintiffs and Settlement Class.

1. Scope of Judicial Release. Upon Final Approval of the Decree, Stores, each of the retail operating companies and divisions and their respective directors, officers, managers, agents, employees, attorneys, successors and assigns, and anyone acting in concert with or on behalf of any of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature, and those plans' respective trustees and administrators, shall be fully released and forever discharged from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, by the Class Representatives, by the Settlement Class, and by each member of the Settlement Class, whether seeking monetary and/or equitable relief of any sort, which arise out of or are related to conduct within the Liability Period constituting alleged gender and/or race discrimination as defined in Section III.J, above, and/or an alleged violation of any other law or order prohibiting gender or race discrimination, whether statutory, pursuant to local

ordinance, or at common law, excepting solely claims of Settlement Class members (other than the Class Representatives) for: (a) alleged sexual or racial harassment; (b) retaliation for asserting claims of unlawful sexual or racial harassment, and/or (c) alleged unlawful gender or race discrimination in not being hired by Stores or one of the retail operating companies. This release is final and shall survive the expiration of the Decree's term.

2. Release of Claims by Class Representatives.

Upon Final Approval of the Decree, for and in consideration of the mutual promises, terms and conditions by and between the Class Representatives and Defendants set forth herein, the sufficiency of which consideration is expressly acknowledged, the Class Representatives and Sandi Dorman, Pamela Briggs, Yolanda Thomas, Mary McGahee, Barbara Mitchell, Ambrose Dancy, Terry Wyatt, Angela Kircus, Angela Hubbard, Tamrah L. Harris, Marvin Brown, Henri Dubose and Ranoldo Boston do hereby fully, finally and forever release and discharge Stores, each of the retail operating companies and divisions, their respective directors, officers, managers, agents, employees, attorneys, successors and/or assigns, and anyone acting in concert with or on behalf of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature, and those plans' respective trustees and

administrators, of and from any and all past and/or present claims, demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, whether or not known, allegedly incurred by the Class Representatives because of claimed unlawful gender and/or race discrimination or any other allegedly illegal or tortuous actions by Defendants, including but not limited to those arising in any way out of the alleged facts, circumstances and occurrences underlying those allegations of violations of Title VII and § 1981 which were asserted or which might have been asserted by or on behalf of the Class Representatives either in Plaintiffs' original complaint or in any and all subsequent amended complaints in the Kircus and Briggs actions or this action, and/or in any and all charges of discrimination filed against Winn-Dixie by some or all of the Class Representatives with the EEOC or any other agency. The sole exception to the foregoing is that this release does not include the workers' compensation claims, if any, of the Class Representatives. This release is final and shall survive the expiration of the Decree's term.

B. No Tolling of Sexual and/or Racial Harassment Claims.

Any claims of Settlement Class members (other than those of the Class Representatives) for alleged sexual or racial

harassment are not released hereunder, because such claims are not asserted on a class-wide basis as a part of this lawsuit. Hence, there also has been no tolling of the statute of limitations outside of Winn-Dixie Montgomery, Inc. for asserting any such claims against Stores or any retail operating company or division which is a Defendant in this lawsuit, or any of the Plaintiffs' individual EEOC charges. As to Winn-Dixie Montgomery, Inc., sexual and racial harassment claims were asserted and are hereby dismissed without prejudice. The tolling of the statute(s) of limitations for sexual and/or racial harassment claims against Winn-Dixie Montgomery, Inc. (or any other entity derivative of it) shall end on the Approval Date as defined in ¶ II.A, above, whether or not appealed. Said statute(s) of limitations shall resume running as of the Approval Date. Said statute(s) of limitations for persons opting out of the Consent Decree shall begin running on their respective opt-out dates, if earlier than the Approval Date.

C. No Bar to Future Claims.

Nothing in the Decree shall be construed to bar any claims of members of the Settlement Class and the Class Representatives based on or arising out of events occurring after the Preliminary Approval Date.

IX. MISCELLANEOUS PROVISIONS

A. Calculation of Time.

In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) as it exists at the time at issue.

B. No Admission of Liability.

This Decree represents the compromise of disputed claims that the parties recognize would require protracted and costly litigation to determine. Stores and each of the operating companies deny that any of them has engaged in any policy, procedure, pattern or practice of unlawful Gender and/or Race Discrimination, and their respective entry into this Decree is not, and may not be used by any person or entity as, an admission or evidence that Stores or any of the retail operating companies has on any occasion engaged in discriminatory employment practices, such being expressly denied. Stores and the retail operating companies have voluntarily entered into this Decree in order to focus on achieving their Mission, and because the actions they have agreed to undertake demonstrate their strong commitment to equal employment opportunity and diversity. Further, nothing herein shall be deemed to constitute an admission or evidence that the Northern District of Alabama had or has personal or

subject-matter jurisdiction or is a proper venue for Stores or any of the retail operating companies other than Winn-Dixie Montgomery, Inc., such being contested and denied by Stores and each such operating company. Plaintiffs contend to the contrary.

C. Modification and Severability of the Consent Decree.

1. Whenever possible, each provision and term of this Decree shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event that after Final Approval hereof any provision or term of this Decree should be determined to be or rendered unenforceable on collateral review, all other provisions and terms of this Decree and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law. If any application of any provision or term of this Decree to any specific person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons or circumstances shall remain unaffected to the extent permitted by law.

2. Class Counsel and Stores and/or any operating company may jointly agree to modify the Decree. In the event that changed circumstances make a modification of the Decree necessary to ensure its purposes are fully effectuated, but

good-faith negotiations seeking such modification are unsuccessful, any party to the Consent Decree shall have the right to move this Court (and no other) to modify this Decree. Such motion shall be granted only upon the movant proving to the Court by clear and convincing evidence that changed circumstances make such modification necessary and that the modification will not materially increase the cost to Stores or one or more of the retail operating companies of compliance (out-of-pocket or otherwise), after an opportunity for the other parties to be heard on the motion. Any such modification to this Decree by the Court shall be ordered in such a fashion that will minimize the cost to Stores and the retail operating companies (out-of-pocket or otherwise) to the extent possible consistent with effectuating the purposes of this Decree. The procedures for negotiations about modifying this Decree (and, if necessary, for resolution of disputes by the Court) shall be the same as those set forth in Section XI regarding Decree enforcement.

D. Duty to Support and Defend the Decree.

The Class Representatives, Class Counsel, Stores and the retail operating companies each agree to abide by all of the terms of this Decree in good faith and to support it fully and shall use their respective Best Efforts to defend this Decree

from any legal challenge, whether by appeal or collateral attack.

X. GENERAL EQUITABLE PROVISIONS

A. General Injunctive Provisions.

For the Term of this Consent Decree,

1. Stores, the retail operating companies and divisions and their respective officers, agents and management or supervisory employees shall not engage in any policy, practice or procedure which has the purpose of discriminating or causes unlawful adverse impact against any Class Representative or member of the Settlement Class on the basis of gender and/or race.

2. Stores, the retail operating companies and their respective officers, agents and management or supervisory employees shall not engage in or be a party to any act, policy, practice or procedure which discriminates, retaliates, or has the purpose of discriminating or retaliating against any Class Representative, any member of the Settlement Class, any employee of Winn-Dixie or any other person because he or she furnished information, gave testimony or participated in any respect in the prosecution of this litigation, or in any of the individual charges of Gender and/or Race Discrimination filed with the EEOC prior to the

Preliminary Approval Date by the Class Representatives or members of the Settlement Class, or filed an award request form pursuant to Section XV.

3. Winn-Dixie, and its officers, agents and management or supervisory employees shall make available to female and African-American employees the same employment opportunities and terms and conditions of employment, including but not limited to assignments to jobs and facilities, compensation, training, education, skills and career development, performance appraisals, and promotions, as Stores and the retail operating companies afford similarly-situated white male employees.

4. Nothing herein should be construed as any finding or admission that Stores or any of the retail operating companies previously has failed to act in the manner described in the complaint, such being expressly denied by Stores.

5. Associates complaining of alleged violations of the provisions set forth in this Section may utilize Stores' or the respective retail operating companies' internal complaint procedures (as applicable) and/or may file charges with the EEOC, or the state or local fair employment practices ("FEP") agency. The parties mutually intend that the enforcement provisions of this Decree shall not be utilized as

an alternative method for class members to litigate entitlement to individual relief for claims of alleged Gender or Race Discrimination. Individual complaints of such alleged violations, as distinguished from pattern or practice allegations, shall not be considered to raise an issue of compliance or non-compliance with this Decree, except insofar as the conduct of a Stores (or one of the retail operating companies) officer, manager or supervisor is of the level and nature necessary for the issuance of a contempt citation under Section X.B.

6. As of the Approval Date, and pursuant to the Court's authority under the All Writs Act and the Anti-Injunction Act, 28 U.S.C. §§ 1651, 2283, and Federal Rule of Civil Procedure 23, each and every Class Representative and each and every Settlement Class member who has not filed a timely request to opt out shall be and hereby is permanently enjoined from bringing any claims released pursuant to Section VIII in any court, agency or adjudicative body, whether federal, state or local.

B. Standard for Judicial Enforcement by Contempt.

1. Class Counsel may petition the Court to hold Stores, and/or one of the retail operating companies and/or one or more of their respective officers, managers or supervisors in contempt, but only after: (a) having exhausted

the dispute resolution procedures set forth in Section XI without having obtained reasonably effective remedial action, and (b) having, after a reasonable investigation, concluded in good faith that the standards for a contempt citation described below have been met.

a. Officers, managers or supervisors of Stores and/or one of the retail operating companies shall not be held in contempt unless the United States District Judge in the U.S. District Court for the Middle District of Florida (Jacksonville Division) finds, by clear and convincing evidence, that either: (i) there has been an intentional disregard or intentional violation of a term or terms of the Decree by that officer, manager, or supervisor; (ii) such officer, manager, or supervisor had knowledge of such a violation of this Decree committed by one of his or her subordinate managers or supervisors but failed to take reasonably effective remedial action, or (iii) there is an intentional or reckless disregard by such officer, manager or supervisor of the fact that a Stores or retail operating company policy, practice or procedure has an unlawful adverse impact on female or African-American associates in violation of this Decree and such policy, practice, or procedure is not otherwise lawful under applicable Title VII law; and, as to any of the foregoing, reasonably effective remedial action has

not been taken by Stores or the relevant retail operating company.

b. Neither Stores nor one or more of the retail operating companies shall be held in contempt unless the United States District Judge in the U.S. District Court in the Middle District of Florida (Jacksonville Division) finds, by clear and convincing evidence, that either: (i) there has been an intentional disregard or intentional violation of a term or terms of the Decree by one or more agents of Stores or an operating company at the level of officer or above, or by a Compliance Official; (ii) one or more agents of Stores or an operating company at the level of officer or above, or a Compliance Official, had knowledge of such a violation of this Decree by an officer, manager or supervisor of Stores or an operating company but failed to take reasonably effective remedial action, with respect to a matter within his or her area of responsibility, or (iii) there is an intentional or reckless disregard by one or more agents of Stores or an operating company at the level of officer or above, or by a Compliance Official, of the fact that a policy, practice, or procedure of Stores or an operating company has an unlawful adverse impact on female and/or African-American associates in violation of this Decree and such policy, practice, or procedure is not otherwise lawful under applicable Title VII

law; and, as to any of the foregoing, reasonably effective remedial action has not been taken by Stores or the relevant retail operating company.

2. Third parties shall not have standing to petition any Court to hold Stores, an operating company or one of their respective officers, managers, agents, employees or supervisors in contempt. Rather, any individual concerned about compliance with this Decree may so notify Class Counsel and request that they fulfill their responsibility to examine compliance and to seek such relief, if any, as may be appropriate in the U.S. District Court for the Middle District of Florida (Jacksonville Division).

C. Prevention of Sexual and Racial Harassment.

1. Stores and each of the retail operating companies shall continue its implementation and maintenance of enforcement procedures for the "Company Policy Statement on Harassment" attached as Exhibit "B" hereto (the "Harassment Policy"). Stores and/or the retail operating companies may amend the Harassment Policy from time to time as it may deem necessary, as long as the amended policy has the same substantive import as the Harassment Policy and is reasonably designed to achieve the same effect as the Harassment Policy in meeting the Purposes of the Decree. Prior to implementing an amended policy, Stores or the relevant retail operating

company shall provide Class Counsel with notice of its proposed amendment and a statement of the reasons therefor. Within 20 days, Class Counsel shall notify Winn-Dixie's counsel if they believe that the amended policy is not effective to meet the Purposes of the Decree, the reasons for that belief, and invoke the meet-and-confer procedures set forth in Section XI.

2. The Harassment Policy attached as Exhibit "B" applies to harassment on bases in addition to race and gender; however, the provisions of Section X.C.1 apply only to the "sexual" and "racial harassment" provisions of the Harassment Policy.

3. Associates complaining of alleged sexual or racial harassment may utilize the internal complaint procedures of Stores or the relevant retail operating company or may file charges with the EEOC or with state or local FEP agencies. Individual complaints and any related individual retaliation claims shall not be considered to raise an issue of compliance or non-compliance with this Decree. Only a complaint that Stores or an operating company, as a matter of policy, practice or procedure, has not adopted or is not implementing or maintaining enforcement procedures for the Harassment Policy regarding complaints of alleged sexual or racial harassment shall raise an issue of compliance or non-

compliance with Section X.C.1 of this Decree. The substantive results of any sexual or racial harassment investigation undertaken by Stores or any operating company pursuant to the Harassment Policy are outside the scope of this Decree, and shall not be the subject of any enforcement proceeding or reporting obligation hereunder.

D. Internal Mechanisms for Monitoring Compliance.

1. Designation of Compliance Official.

a. Within four weeks of the Approval Date, each retail operating company (and division) of Stores shall designate a Compliance Official who shall be charged with overall responsibility for monitoring compliance with the terms of the Decree in that retail operating company or division. The Compliance Official shall either be the Manager of Human Resources or another individual who shall report directly to the President of that retail operating company (or division).

b. In the event that a Compliance Official ceases to function in that role, the retail operating company (or division) shall designate a replacement Compliance Official as soon as practicable but no later than thirty (30) days after that Compliance Official ceases to function in that role.

2. Duties of the Compliance Official of an Operating Company/Division.

The Compliance Official of an operating company or division shall use his or her Best Efforts to ensure that retail operating company's (or division's) implementation of and compliance with the provisions of this Decree.

a. For purposes of this Section, Best Efforts shall include the following:

i. Monitoring the establishment, implementation, achievement and revision of the goals provided for pursuant to Section XIII.C of the Decree.

ii. Overseeing the development and implementation of all Training and Education programs to be provided pursuant to Section XII of the Decree.

iii. Submitting to Class Counsel via Stores' counsel progress reports and other monitoring and reporting material specified in Section XIV of the Decree.

iv. Ensuring the implementation and monitoring of the Internal Complaint Procedure set forth in Section X.D.3 of the Decree.

b. Stores shall designate a Stores corporate officer generally to monitor the retail operating company Compliance Officials in order to ensure that they are fulfilling the duties and responsibilities listed in Section X.D.2.a of the Decree. Such responsibility is solely for

purposes of compliance with this Decree and shall not constitute any indication or evidence of common or joint employment or employer.

c. Each retail operating company or division shall provide such support staff, funds and other resources as may be reasonably necessary to discharge that retail operating company's or division's obligations under the Decree.

d. Each Compliance Official shall have the authority to recommend appropriate relief, including monetary relief, to be awarded to any individual whom the Compliance Official concludes has been the victim of a violation of the Decree or of Gender and/or Race Discrimination.

3. Internal Complaint Procedure.

a. Stores and each retail operating company shall internally publicize its respective policies prohibiting Gender and Race Discrimination, either separately or in conjunction with its overall policy prohibiting discrimination.

b. The policy shall provide that persons engaging in such conduct will be subject to appropriate discipline, up to and including discharge. The policy shall be posted in a prominent place for associates in each employing location covered by this Decree, and shall be

described in the summary leaflet provided for in Section XII.A.2.

c. Stores and each retail operating company shall maintain an internal complaint procedure for the purpose of resolving "covered complaints." The phrase "covered complaint" shall mean any complaint by a female or African-American associate asserting that: (1) any provision of this Decree has been violated with respect to that associate's employment, or (2) that the associate has been the subject of Gender and/or Race Discrimination. Consistent with the definition of Gender and Race Discrimination in this Decree, the phrase "covered complaint" shall not include complaints of sexual and/or racial harassment. At its election, however, Stores or any operating company may extend the operation of the internal complaint procedure to other types of complaints, including but not limited to sexual and racial harassment complaints, without broadening its obligations hereunder, which are strictly limited to complaints about Gender and Race Discrimination and compliance with this Decree. The internal complaint procedure shall not preclude an associate's right to file charges with the EEOC or with state or local FEP agencies.

d. An associate with a covered complaint shall be encouraged to resolve the dispute informally at a local level, but not in a fashion which is intended to chill

the associate's right to file charges with the EEOC or with state or local FEP agencies.

e. The internal complaint procedure will permit an associate to initiate a formal covered complaint by filing a written complaint with the relevant retail operating company's or division's Compliance Official on a form designed for that purpose. Stores and each operating company will make such forms available at each retail location it operates. In addition, Winn-Dixie will continue to publicize a toll-free number through which an associate may request and obtain a form for making such a complaint.

f. Written covered complaints submitted pursuant to Section X.D.3.c shall be investigated by an associate, attorney or other appropriate person designated by a Compliance Official unless sufficient information to do so is not found in the complaint or otherwise reasonably available. A Compliance Official shall not designate any associate to investigate a complaint if that particular associate is the subject of the complaint. The associate(s) making the complaint shall be advised in writing of the findings of the investigation. The relevant qualifications of the investigating associate or other person shall be available to Plaintiffs' counsel upon written request.

g. Any associate who has submitted a written covered complaint who is not satisfied with the initial resolution of that complaint may file a written request that the matter be reviewed by the relevant Compliance Official (or his/her designee). The associate requesting such a review shall be advised in writing of the outcome of the review within seven (7) days of the review's completion.

h. This Decree does not provide for time limits during which associates must file formal written covered complaints, or during which associates must request review of initial resolutions. Should experience with this procedure cause Stores or an operating company to conclude it would be appropriate to impose such time limits, Stores and/or an operating company shall have the right in its sole discretion to impose such time limits, but such time limits as may be imposed shall not be less than forty-five (45) days for the filing of a covered complaint, measured from the time of the action or incident giving rise to the complaint, or fourteen (14) days for the filing of a request for review, measured from the date of the written notice of initial findings.

i. A Compliance Official (or a designee under his/her supervision) shall, for all written covered complaints during the duration of the Decree, retain copies of: the

written covered complaint, the written statement of the findings of the investigation, any tape-recorded statements, meetings, and/or conversations related to the complaint, and, when utilized, the written request for review and the written statement of the outcome of the review by the Compliance Official or his/her designee. Upon Class Counsel's written request, in the context of a dispute regarding compliance with the Decree's express provisions pursuant to the dispute resolution procedures set forth in Section XI, Class Counsel will be provided with a copy of the written covered complaint raising the alleged issue of non-compliance, the written statement of the findings of the investigation regarding that complaint, and, when utilized, the written request for review and the written statement of the outcome of the review by the Compliance Official or his/her designee. Such documents shall be kept confidential by Class Counsel and shall not be provided by them to any person or entity not a party to this Consent Decree and may not be used in any court or agency other than in this case in the U.S. District Court for the Middle District of Florida (Jacksonville Division).

j. The internal complaint procedure established in this Section is not intended to supplant the right of any associate to file a charge or complaint of discrimination or retaliation under any available municipal,

state, or federal law, and shall not be interpreted to alter any applicable time limitations for the filing of any such charge or complaint.

k. As a final and binding alternative to filing an agency or judicial complaint, an individual who has used but not been satisfied with the results of the internal complaint procedure may appeal his or her complaint within thirty days of the date of the notice of the internal result, to the designated external neutral Compliance Official [e.g., Tom McPherson]. That individual shall conduct such investigation as he/she deems necessary, may take testimony under oath and shall render a prompt decision, including necessary relief (if any). The decision shall be final and binding on all parties unless it violates an express provision of this Decree.

4. Disciplinary Policy.

a. The published disciplinary policies shall include the following elements:

i. A statement that gender and race discrimination in hiring, job assignment, promotion, compensation or benefits, discharge, or other employment decisions is unacceptable;

ii. A statement that it is unacceptable to retaliate against an associate for using the internal

complaint procedure established herein, or for otherwise opposing Gender and/or Race Discrimination, and

iii. A statement that such alleged conduct, if substantiated, will result in appropriate discipline, up to and including discharge.

E. Communication of Consent Decree Requirements and EEO Practices to Officers and Associates.

1. No later than forty-five (45) days after the Approval Date of this Consent Decree, Stores and the retail operating companies shall provide to each of their respective officers and associates a copy of the Notice and Summary of Consent Decree, which is attached hereto as Exhibit C, explaining the duties and obligations under the Decree. During the Term of this Consent Decree, the Notice and Summary shall be disseminated to newly-hired associates within fifteen (15) days of the date of hire.

2. Within forty-five (45) days of the Approval Date, Stores and each retail operating company shall post a copy of the Notice to Employees, which is attached as Exhibit "D", on the associate bulletin board at each retail store location and shall post the notice in a prominent location at their respective Corporate Human Resources Offices. Stores and the retail operating companies also shall post and maintain the General Notice to Employees (EEOC poster), as required by law, on the associate bulletin board at each

retail store location and shall post the notice in a prominent location at each Corporate Human Resources Office of Stores and the retail operating companies.

3. Within four weeks after _____, 1999, and at six-month intervals thereafter throughout the Term of this Consent Decree, each Compliance Official shall certify, via Stores' counsel, to Class Counsel that he or she has used Best Efforts to maintain the posting of Exhibit "B" and the General Notice to Employees as required under Section X.E.

XI. DISPUTE RESOLUTION PROCEDURES

A. Unless otherwise directed by the U.S. District Court for the Middle District of Florida, or provided by the Decree, either the United States District Judge or the assigned United States Magistrate Judge for the Middle District of Florida, Jacksonville Division, shall have authority to resolve all disputes arising under the Decree, subject to the various limitations on enforcement, and to the pertinent enforcement standards, as set forth in this Decree.

B. At the request of Class Counsel or Winn-Dixie, Class Counsel and Winn-Dixie shall confer as necessary, and the parties shall use their Best Efforts to resolve promptly any differences or any disputes regarding the interpretation or implementation of the Consent Decree, including compliance by

Stores and/or an operating company or division with the Decree. The parties may use the services of the mediator if they jointly agree to do so.

C. Class Counsel or Winn-Dixie shall have the right to file a motion with the Court to resolve any dispute or issue of compliance regarding any provisions of the Decree, subject to the same enforcement limitations and standards set forth herein. The procedure for resolution of such issues shall be as follows: ~

1. If Class Counsel or Winn-Dixie has good reason to believe that a legitimate dispute exists, the initiating party or parties shall promptly give written notice to the other party or parties, including: (a) a reference to all specific provisions of the Decree that are involved; (b) a specific statement of each issue; (c) a statement of the remedial action sought by the initiating party, and (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating party;

2. Within twenty days after receiving such notice, the non-initiating party or parties shall respond in writing to the statement of facts and argument set forth in the notice and shall each provide its written position, including the

facts and arguments upon which it relies in support of its position;

3. Class Counsel and Winn-Dixie shall undertake good-faith negotiations, which should include a meeting by telephone or in person and the exchange of relevant documents and/or other information, to attempt to resolve the areas of dispute or alleged non-compliance;

4. The assigned Judge of this Court, upon motion, may permit either Class Counsel or Winn-Dixie to take discovery as provided by the Federal Rules of Civil Procedure, but only as to clearly relevant and necessary documents and/or witnesses, if the Judge determines that the informal exchange of documents or information has not been sufficient to allow either Class Counsel or Winn-Dixie to present the dispute upon a factual record adequate for the determination required hereunder;

5. If good-faith efforts to resolve the matter have failed, and after written notice of "impasse" to the non-initiating party or parties, Class Counsel or Winn-Dixie may file a motion with the Court, with a supporting brief, requesting resolution of the dispute or the issue of non-compliance, provided, however, that such motion shall be limited to the dispute(s) and/or issues(s) as to which the "meet and confer" provisions herein have been exhausted;

6. The non-moving party or parties will have fifteen days to respond to any such motion. Reply pleadings to such response are permitted only by consent of the opposing party or by specific leave of the Court, and

7. The Court shall attempt within fifteen days after filing of the final brief to resolve the dispute and may schedule a hearing or other proceeding, which any party may attend telephonically unless otherwise ordered by the Court, to resolve the matter.

D. The provisions of this Section do not prevent Class Counsel or Winn-Dixie from promptly bringing an issue before the United States District Judge in the Middle District of Florida (Jacksonville Division) when exigent facts and circumstances require immediate Court action to prevent a serious violation of the terms of this Decree, which otherwise would be without meaningful remedy. The moving papers shall explain the facts and circumstances that allegedly necessitate immediate action by the U.S. District Court for the Middle District of Florida (Jacksonville Division). If any such matter is brought before the U.S. District Court for the Middle District of Florida (Jacksonville Division) requesting immediate Court action, the opposing party or parties shall be provided with appropriate actual notice, and an opportunity to be heard in opposition to the motion, pursuant to the Local

Rules of the Court and the Federal Rules of Civil Procedure. The Court in its discretion may set such procedures for emergency consideration as are appropriate to the particular facts and circumstances, but no such matter may be conducted on an ex parte basis.

XII. TRAINING AND EDUCATION

A. Development of Videotape, Leaflet and Announcement.

1. Orientation Videotape. Within three (3) months after the Approval Date, or by _____, 1999, whichever is later, and throughout the Term of this Consent Decree, Winn-Dixie shall make available an orientation videotape of an expected duration of not more than 15 minutes which generally summarizes, and a more detailed set of written materials and/or videotapes which more specifically describe: (a) each employment position in a retail store through District Manager; (b) the initial minimum qualifications and prerequisites for each position; (c) the normal promotional path for each position; (d) the Job Request System and Job Posting Procedure; (e) the general pay levels, typical scheduling and overtime requirements, and the availability of and general basis upon which bonuses are paid for each position; (f) the training and other assistance available to help individuals qualify for advancement; (g) opportunities to

transfer to other positions or stores after initial assignment; (h) the commitment of Winn-Dixie to encourage advancement of female and African-American associates; (i) the policy prohibiting harassment, including sexual and racial harassment as set forth in Section X.C, above, and (j) a general description of the significant terms of the Decree. The orientation videotape shall include footage of women and African-Americans working in such jobs as grocery clerk, meat cutter, baker and location director. Copies of the orientation videotape shall be available for review by all incumbent associates and by all applicants for any retail store position at their request. The availability of the orientation videotape, summary leaflet (see Section XII.A.2) and more detailed materials will be stated on the pre-hire videotape shown to applicants before they complete the portion of the employment application that requires applicants to identify the positions for which they are applying. Interested associates may review the orientation videotape (on video replay equipment made available by each retail operating company and division at its retail stores), summary leaflet and/or the more detailed materials during non-paid, non-working hours on a reasonable basis. Class Counsel shall have the opportunity to review the script for the orientation tape

not less than 30 days prior to use thereof by Stores or an operating company.

2. Summary Leaflet. Within three (3) months after the Approval Date, or by _____, 1999, whichever is later, Winn-Dixie shall develop a brief leaflet (with an expected length of not more than 2,000 words) summarizing the content of the videotape referred to in Section XII.A.1, and the more detailed materials, and the availability thereof for review. In addition, the leaflet will summarize the non-monetary aspects of the Decree that are not addressed in the videotape referred to in Section XII.A.1, and will refer associates to other videotapes and written materials that describe career opportunities at Winn-Dixie. Class Counsel shall have the opportunity to review the text of the summary leaflet prior to its use by Winn-Dixie.

3. A copy of the summary leaflet shall be posted and maintained at each retail store in a location readily accessible to associates and interested applicants, and included in the "new hire" packet during the Term of this Consent Decree. When the summary leaflet is initially published, each incumbent associate in a retail store shall be given a copy. Interested associates and applicants may review the leaflet on a reasonable basis during non-paid, non-working hours.

4. A reference to the summary leaflet and orientation videotape, a summary of their contents, and advice about where associates can obtain copies of the leaflet or view the videotape shall be printed in the Winn-Dixie Times and the equivalent retail operating company publications not less than twice per year, in roughly six-month intervals, throughout the duration of the Decree.

B. Training of Division and Regional Management.

If Stores or any retail operating company has not already done so prior to the Approval Date, then not later than three months after the Approval Date of the Decree, and thereafter at least once each subsequent calendar year during the Term of this Consent Decree, one or more meetings shall be conducted for retail operations superintendents or division Presidents to review each retail operating company's or division's plan for compliance with the terms of the Decree.

C. Training of District Managers and Store Managers.

1. If Stores and the retail operating companies have not already done so prior to the Approval Date, then not later than three months after the Approval Date, and thereafter at least once each subsequent calendar year during the Term of this Consent Decree, each District Manager and Location Director in store operations shall attend a meeting (or one in a series of meetings) scheduled and conducted by

the President of the retail operating company or division and/or a representative of its Compliance Official to review that retail operating company's (or division's) plan for compliance with the terms of the Decree. At these meetings, at least the following topics shall be reviewed and discussed: (a) compliance with the Decree; (b) equal employment opportunity and affirmative action for women and African-Americans; (c) federal, state and Winn-Dixie prohibitions of workplace sexual and racial harassment and retaliation, and (d) other topics that will encourage equal employment opportunity, as well as affirmative action in recruiting, hiring, qualifying, training, promoting and retaining females and African-Americans. The first such meeting shall involve not less than two hours. Meetings in subsequent calendar years shall involve not less than one hour. Attendance at such meetings by each District Manager and Location Manager shall be mandatory. Such meetings may be in conjunction with other business, at each operating company's (or division's) discretion, and may be organized geographically in such fashion as each operating company (or division) deems appropriate.

D. Additional Training of Co-Managers,
Assistant Location Managers, Department Managers
and Department Assistant Managers.

1. During the Term of this Consent Decree, Co-Managers, Assistant Location Managers, Department Managers and Department Assistant Managers in the retail store operations shall receive training on equal employment opportunity, to include the following topics: (a) compliance with the Decree; (b) equal employment opportunity and affirmative action for women and African-Americans; (c) federal, state and Winn-Dixie prohibitions of workplace racial and sexual harassment and retaliation, and (d) other topics that will encourage equal employment as well as affirmative action in recruiting, hiring, qualifying, training, promoting and retaining females and African-Americans. Such training may be delivered in live "discussion" format, video format, written materials, or any combination of these or other formats, provided, however, that such training that occurs within the first twelve months following the Approval Date shall not be provided to participants solely through written materials. No less than two hours shall be devoted to the training on these topics, for each participant, within twelve months following: (a) the Approval Date, or (b) the date of the participant's promotion to a management position, whichever occurs later. In addition, in each two-year period beginning _____, 1999,

each operating company (or division) shall schedule (or participate in) at least two hours of training on such subjects, and participation will be mandatory for each Co-Manager, Assistant Location Manager and Department Manager in each retail store operation at the time such training is provided.

2. The training described in Section XII(D) (1), above, may be held in conjunction with other business, at each operating company's (or division's) discretion, and may be organized geographically in such fashion as each operating company (or division) deems appropriate.

3. For purposes of this Section, the term "Department Manager" shall include specifically the Meat Manager, Bakery Manager, Produce Manager, Deli Manager and the Manager(s) of such other departments as from time to time may come to exist in the retail stores. The term "Department Assistant Manager" shall include specifically Assistant Market Manager, Assistant Bakery Manager, Assistant Produce Manager, Assistant Deli Manager, and the Assistant Manager(s) of such other departments as from time to time may come to exist in the retail stores. The terms "Department Manager" and "Department Assistant Manager" specifically shall not include the Pharmacy Manager and Assistant Pharmacy Manager, respectively.

E. Training of Human Resources Personnel.

Unless it has already done so prior to the Approval Date, within ninety (90) days following the Approval Date, or by December 1, 1999, whichever is later, Stores and the retail operating companies will develop and implement a training program for their respective Human Resources staff associates who have substantive responsibilities related to compliance with fair employment practice laws and/or the application of consistency and objectivity in the placement and promotion process. New Human Resources staff with such responsibilities shall receive such training within sixty (60) days of their date of entry into such position. Such training shall include, but not be limited to: (1) Federal and State equal employment opportunity laws, including but not limited to the general provisions of these laws, the bases on which discrimination is prohibited under these laws, the identity, roles and responsibilities of agencies established to enforce these laws, and the principles and objectives underlying these laws (including but not limited to job relatedness of selection devices); (2) the application of equal employment opportunity to typical employment situations, including but not limited to the development and completion of employee performances appraisals, making selection and promotion decisions, provision of work and location assignments,

training and other career advancement opportunities, setting salaries and general supervision of associates without engaging in either Gender or Race Discrimination or gender or race stereotyping; (3) review of the provisions and requirements of the Decree; (4) review of the internal complaint procedure; (5) the role and responsibility of the Human Resources Department and staff, and (6) supervisory follow-ups of EEO complaints, including but not limited to, prohibition against retaliation, working with the complainant and discipline of and other remedial measures to be taken with the offender.

XIII. JOB SELECTION PROCEDURES

A. Job Request System and Job Posting Procedures for Selecting Retail Store Management and Non-Management Positions.

1. Standard for Modifying the Job Request System.

a. On or before September 1, 1999, or within ten days after the Approval Date, whichever is later, Stores and the retail operating companies shall have modified their existing Job Request Systems ("JRS") throughout the respective retail store operations to allow an associate to submit up to five job requests per year. Except as expressly modified pursuant to the Decree, the JRS of Stores and the retail operating companies is hereby endorsed as fair and appropriate

and shall be continued by Stores and the retail operating companies.

b. Stores and the retail operating companies shall continue to use the existing Job Posting Procedure (JPP) in its present form. The JPP is hereby endorsed as fair and appropriate and shall be continued by Stores and the retail operating companies.

c. The purposes of the JRS and JPP include the following: (i) to provide information to operations management of Stores and the retail operating companies when making their respective promotion and associate development decisions; (ii) to provide a systematic retail operating company method, consistent with equal employment opportunity, for associates to make informed and documented decisions about their career preferences; (iii) to provide a systematic retail operating company framework, consistent with equal employment opportunity, within which Stores and the retail operating companies will incorporate such associate preferences into its retail store promotion and associate development decisions, and (iv) to establish a meaningful basis for setting goals pursuant to Section XIII.C.

2. JRS for Specified Retail Positions.

a. All store-level positions (except licensed jobs in pharmacy) currently existing in retail stores are

included in the JRS. These positions currently include but are not limited to: Location Director, Co-Manager, Assistant Location Manager, Junior (or Second) Assistant Manager, Exempt Market Manager, Market Manager, Assistant Market Manager, Produce Manager, Assistant Produce Manager, Deli Manager, Assistant Deli Manager, Bakery Manager, and Assistant Bakery Manager. Any other store-level retail positions adopted by Stores or an operating company for general use (as opposed to limited pilot programs) shall be added to and included in the relevant JRS. Also included are all jobs above Location Director up to and including District Manager.

b. Within thirty days after the Approval Date or by December 1, 1999, whichever is later, Stores and the retail operating companies shall begin implementing a system for creating semi-annual "candidate pools" (from which groups of Eligible Associates will be determined) for each non-pharmacy store-level position in each retail operating company (or division) of retail stores. The existing geographic limitations are approved.

c. The JRS (as modified herein) may ascertain interest in all covered store-level positions simultaneously, or may stagger the ascertaining of interest in the covered positions by ascertaining interest in some of the covered positions in one "cycle," and interest in other covered

management positions in other cycles. In either case, within six months of the Approval Date, Stores and the retail operating companies shall have initiated any and all such cycles. Stores and the retail operating companies will repeat the JRS ascertainment of interest annually thereafter, except as variances may be necessary to alter the aforementioned cycles, and thereby shall include each covered position in JRS within each annual period, according to its cycle.

d. Stores and the retail operating companies shall respectively publish notifications in the Winn-Dixie Times and similar retail operating company publications no later than six weeks after the Approval Date describing the JRS as modified herein.

e. In addition, for each JRS cycle, Stores and the retail operating companies shall post a notice in each retail store that states that JRS forms will be distributed to all associates in that store within the following two weeks. The notice shall inform associates that, in order to ensure being considered for a retail position during an upcoming twelve-month period, the associate will be required to complete and submit a JRS form by a date certain, which will be within four weeks of the date that the notice is posted. Associates shall be given at least two weeks notice before being required to complete and submit a JRS form in order to

be considered Eligible Associates. The notice shall identify and refer associates to the information available in each store which states the Initial Minimum Qualifications for each covered retail store position. The notice shall describe the procedure that will be used to select associates for promotion or transfer from among those associates who participate in the JRS and/or JPP. The notice shall also state that all associates who return completed JRS forms and meet the Initial Minimum Qualifications will be placed in the pool of Eligible Associates in the relevant geographic area for each covered retail store position in which the associate registers interest. The pool of Eligible Associates also will include those associates who timely return a job bid form in response to a job posting under the JPP and meet the Initial Minimum Qualifications for the posted job. Stores and the retail operating companies (or divisions), respectively, intend to try to fill all retail store covered position openings during the upcoming twelve-month period from the Eligible Associate pools so formed from the JRS and JPP for the relevant geographic areas for that retail operating company (or division). Such intent is not in derogation of the Company's policy to select the best available candidate for each opening.

f. Within two weeks of each posting of the notice in the stores described in Section XIII.A.2.e, Stores and the retail operating companies (or divisions) shall each make available to their full-time retail store associates JRS forms for registering interest in covered positions. The JRS form shall state that in order to be considered for promotion or transfer to the subject retail covered position(s) during the following annual period, the associate must return the form to the retail operating company or division Human Resources Manager within two weeks of the date the JRS forms were made available to the retail store associates. The JRS form and/or accompanying documents should contain accurate and fair statements regarding the duties and responsibilities of the subject positions, and other suitable instructions, accompanied by information regarding the appropriate place to find a full description of the duties, qualifications and responsibilities of the positions. The JRS form shall request only the following information:

i. biographical information, such as the associate's name, address, store location, current position, time in current position, and Social Security number;

ii. the positions, if any, for promotion to which the associate wishes to be considered during the ensuing twelve months as they become open;

iii. whether the associate believes that he or she presently meets the Initial Minimum Qualifications for the particular covered retail position(s) which he or she is requesting, as is required to participate validly in the JRS for the upcoming twelve-month selection period;

iv. any geographical limitations and/or preferences, noted separately, regarding the Districts in which, or location of the stores in which, the associate wishes to be considered for a promotion or transfer;

v. signature and date, and

vi. other information agreed to by Winn-Dixie, Class Counsel or approved by the Court upon application by Winn-Dixie.

g. An associate who requests a copy of his or her JRS form will be provided such a copy.

h. Within four weeks after Stores or an operating company (or division) receives completed JRS forms from its associates, Stores or the relevant retail operating company (or division) shall post in each store a notice which lists the names of the associates who submitted timely JRS forms for each position in that District (hereinafter "the JRS registration list"). Stores and the retail operating companies shall post the JRS registration list during each JRS cycle.

i. All vacancies that occur within the six-month period following the publication of the JRS registration lists shall be filled with candidates from within the appropriate Eligible Associate pools formed by using the JRS and JPP request forms, giving consideration to the Initial Minimum Qualifications and Selection Standards referenced in Section XIII.B, and the Goals described in Section XIII.C, respectively. (Provided, however, that it is anticipated by the parties that unusual circumstances occasionally may arise which warrant promotion or transfer of qualified associates from outside the relevant Eligible Associate pools; as long as such exceptions are infrequent and do not cause an unlawful adverse impact on females and African-Americans, then such exceptions shall not constitute non-compliance with this Decree. Further, such intent is not in derogation of the Company's policy to select the best available candidate for each opening. In the event an associate submits multiple JRS and/or JPP forms for the same position, that associate counts as one submission for the job in the Eligible Associates Pool.

j. Approximately eight to twelve weeks prior to the end of each calendar year, Stores and the retail operating companies shall each again publish the notice referenced in Section X.E, with the additional requirements that the notice: (i) inform all associates that, even though

they previously completed JRS forms, they will be required to complete new JRS forms for the upcoming twelve-month period in order to continue to be considered for promotion to covered retail store positions, and (ii) shall contain a list of all associates who were selected for promotion or transfer to covered management positions in the District during the preceding six-month period and the stores to which those associates were promoted or transferred. Stores and the retail operating companies shall endeavor to publish this notice as much in advance of the end of the six-month selection period as is feasible. The JRS procedures contained in Section XIII.A shall be repeated at six-month intervals thereafter.

k. Stores and the retail operating companies may propose alternative schedules and approaches with respect to the JRS procedures set forth herein which are consistent with achievement of the substantive purposes described in Section XIII.A, if deemed operationally preferable. Computerization is expressly contemplated and approved when and as it becomes feasible and available in Winn-Dixie's sole business judgment. For example, Stores or an operating company may propose to stagger the various retail operating companies' or division's JRS schedules (meaning, for example, that all of the retail operating companies and divisions may

not have the same JRS schedule). If Stores or an operating company proposes to make such changes to the procedures set forth in this Decree for the JRS, it shall provide Class Counsel with written notification of the proposed changes and the basis for proposing such changes. Class Counsel shall have thirty (30) days to provide written notice identifying the substance of and reasons for any objections to proposed changes and thereby commence the meet and confer and enforcement process set forth in Section XI. If Class Counsel does not provide such written notice of objections and reasons within the thirty-day period, then such changes will be deemed acceptable to the parties, and Stores or an operating company may immediately implement the changes without being deemed to be in non-compliance with the Decree.

1. Substantive changes to the JRS set forth herein (e.g., determining that the JRS is not feasible for certain positions, or that the registration interval should be different than twelve months) would constitute modifications invoking the procedures set forth in Section XI if Class Counsel consider such changes to be at variance from the purposes set forth in Section II.

m. Nothing herein shall preclude Stores or an operating company from making administrative changes to the details of the JRS (e.g., the manner in which JRS forms are

printed or the use of separate JRS forms for different management positions), without prior notice to Class Counsel, as long as such changes are not at variance with the JRS procedures specifically set forth in this Decree or the purposes set forth in Section II. Copies of such revised forms and/or procedures shall in all events be sent promptly to Class Counsel.

B. Selection Standards and Minimum Qualifications.

1. Stores and the retail operating companies (or divisions) have developed and implemented new Selection Standards and Initial Minimum Qualifications for all positions as agreed upon by the parties and attached hereto as Exhibit "A". Said Selection Standards and Initial Minimum Qualifications are hereby approved as job-related within the meaning of the *Uniform Guidelines* and relevant Title VII case law.

2. If the use of any Initial Minimum Qualification or Selection Standard currently maintained or implemented in the future for any Goal Position by Stores or an operating company is determined to have an unlawful adverse impact on female or African-American associates, the use of such Initial Minimum Qualification or Selection Standard shall be discontinued, or modified to eliminate the unlawful adverse impact, unless, under applicable law, Stores or the relevant

operating company believes it can establish that the Initial Minimum Qualification or Selection Standard is job-related for the job position in question, whether by citation to Exhibit "A" or otherwise.

3. If Stores or a retail operating company plans to use or plans to continue using for a Goal Position an Initial Minimum Qualification (other than those set forth in Exhibit "A") or Selection Standard that has been determined to have caused an adverse impact on females or African-Americans, it shall notify Class Counsel of its validation evidence or any other justification supporting the use of the Minimum Qualification or Selection Standard. If Class Counsel and Winn-Dixie do not agree that Stores' or an operating company's use of the Initial Minimum Qualification or Selection Standard is in accordance with applicable law, then any party may initiate the dispute resolution procedures set forth in Section XI, and, if necessary, request that the U.S. District Court for the Middle District of Florida (Jacksonville Division) resolve the dispute pursuant to the procedures set forth in Section XI. Any decision by a Magistrate Judge under this Section may be appealed to the District Judge for review de novo.

4. The current Initial Minimum Qualifications for each of the Goal Positions are listed in Exhibit "A". No

change of such a Minimum Qualification may be made without prior notification to Class Counsel.

5. Neither Stores nor an operating company shall increase the length of any job service requirement that is set forth as an Initial Minimum Qualification on Exhibit "A" unless it first provides to Class Counsel its validation evidence or other justification which the company contends establishes that such requirement does not cause unlawful adverse impact. If Class Counsel and Winn-Dixie do not agree that Stores' or the retail operating company's (or division's) intended use of the increased job service requirement is in accordance with applicable law, then any party may initiate the dispute resolution procedures set forth in Section XI, and, if necessary, request that the U.S. District Court for the Middle District of Florida (Jacksonville Division) resolve the dispute pursuant to the procedures set forth in Section XI. Stores and the retail operating company (or division) agree that they will not increase the relevant job service Initial Minimum Qualification(s) set forth on Exhibit "A" pending resolution of any such dispute, provided that the dispute is resolved within 90 days of the date that Stores and the retail operating company/division respond to Plaintiffs' notice as provided in Section XI.

6. Whether an Initial Minimum Qualification (other than those set forth in Exhibit "A") or Selection Standard will be considered to cause an unlawful adverse impact will be determined pursuant to applicable Title VII law and the following principles:

a. Adverse impact of any Initial Minimum Qualification or Selection Standard used on an operating company-wide (or division-wide, as applicable) basis will be assessed annually on the same basis. Those used in less than all of a retail operating company or division will be assessed where they are used in the same form and manner.

b. Adverse impact assessments regarding all Initial Minimum Qualifications or Selection Standards will be made annually; however, any adverse impact assessment may calculate the cumulative impact of an Initial Minimum Qualification or Selection Standard over a longer reasonable period of time not to exceed two years when necessary to obtain sample sizes of adequate statistical power (i.e., thirty or more in each major demographic group among Winn-Dixie's workforce relevant to this Decree).

c. For purposes of calculating adverse impact of a Initial Minimum Qualification or Selection Standard for a Goal Position, the relevant available pool will consist of associates who timely requested or bid on the position and

have not been earlier screened out based on the application of an earlier-applied Initial Minimum Qualification or Selection Standard. In the event an associate submits multiple JRS and/or bid forms for the same position, that associate counts as one submission for calculating adverse impact.

7. The parties agree that any Minimum Age Qualification or Selection Standard maintained to meet the requirements of federal, state, or local law shall be presumed to be job-related and consistent with business necessity, and hence not to be a violation of this Decree.

8. The drug-testing requirements are agreed to be job-related.

C. Goals.

1. General Principles.

a. Stores and the retail operating companies and divisions shall use their respective Best Efforts to meet the selection goals set forth in this section. These goals do not establish maximum rates for the selection of females or African-Americans; rather these goals establish selection rates that Stores and the retail operating companies shall use their respective Best Efforts to achieve.

b. In attempting to meet these goals, neither Stores nor an operating company shall be required to select unqualified or less qualified persons or to displace any

associate from his or her position. These goals are not quotas; they are goals designed to afford guidance as to whether Stores and the retail operating companies and divisions are making selection decisions in such a way as to afford equal employment opportunity.

c. Failure to achieve a target by a fraction of a person shall not be deemed to constitute a failure to achieve a goal under the Decree.

d. Stores' or an operating company's (or division's) failure to achieve a goal for a particular period will not be considered a violation of this Decree unless Stores or the retail operating company (or division) has failed to use its Best Efforts to meet the goal. Should Stores or the relevant retail operating company (or division) demonstrate that: (i) the proportion of good faith offers made to females and African-American males, respectively, as compared to males and white males, respectively, was at least as high as the goal percentage, or (ii) significant differences in the relative length of experience or qualifications of males and females, or of whites and African-Americans, respectively, in the pool explain the failure to achieve the goal (provided that such length of experience or qualifications standard is job-related and otherwise lawful for the job position in question), such evidence will

conclusively establish that Best Efforts were used. Nothing in this Section shall be interpreted to imply that Best Efforts could not also be shown by other appropriate evidence. When citing to evidence of offers made but rejected, an associate who rejects an offered Goal Position within the six-month selection period will be counted in the same fashion, whether male or female, white or African-American.

e. If Stores or an operating company establishes a new permanent job classification in the retail stores, Winn-Dixie shall so inform Class Counsel. Class Counsel shall inform Winn-Dixie if they believe that this new position should be included among the Goal Positions. For example, Class Counsel may assert that the new position should be treated as a Goal Position if the new position covers job responsibilities presently performed by associates working in one or more jobs included among the current Goal Positions. If the parties do not agree as to whether the new job position should be included as a Goal Position, then the dispute shall be resolved pursuant to the procedures set forth in Section XI.

2. Goal Positions in Retail Stores.

a. Goals shall be established for the retail store positions defined as "Goal Positions" in Section III.K.

b. The goals for each Goal Position shall be established every six months, upon completion of the annual JRS process and related screening for Minimum Qualifications and Selection Standards for each such position. Stores and the retail operating companies will calculate the goals pursuant to the procedures set forth in this Section, and shall distribute a list of those goals, along with the underlying calculations, to Class Counsel within thirty (30) days following the close of the JRS process for that particular position. (The screening process will be considered closed when the pools of Eligible Associates have been determined.)

c. Goals will be expressed as a percentage of the moves within the operating company or division from other job classifications into Goal Positions that occur within the six-month period covered by the JRS cycle.

d. Calculation: The goal percentages for each operating company and division for each Goal Position shall be determined by dividing: (i) the total number of female and African-American male, respectively, Eligible Associates in the Goal-Related Geographical Area for such position by: (ii)

the total number of Eligible Associates in the Goal-Related Geographical Area for such position. Goals will be stated as percentages, rounded to the nearest whole number (e.g., 17.2% would be rounded to 17% and 17.6% to 18%). For each Goal Position, in assessing achievement of the goal at the conclusion of the measurement period, the actual numbers of females and African-American males, respectively, offered the Goal Position from other job classifications will be compared to the target number, calculated by multiplying the pertinent goal percentage by the number of offers into the pertinent Goal Position from other job classifications in the Goal-Related Geographical Area during the measurement period. Targets will be calculated to one decimal place, rounded to the nearest whole number (see above).

Example:

If the goal is 18%, and there were 112 offers into the Goal Position during the measurement period, the target number will be 20.16, which equals 20.2, and is then rounded to 20.

The Goal-Related Geographical Area for the Location Director position covers all of each retail operating company's and division's respective retail stores. If, throughout that retail operating company or division, 110 associates registered interest for Location Director positions and were determined Eligible, and if 31 of the Eligible

Associates were female, then the goal for Location Director Manager would be 28.6 percent, which would then be rounded up to 29 percent. Therefore, for the six-month period following the completion of this semi-annual JRS and screening process, the relevant retail operating company (division) would use its Best Efforts to select females for not less than 29 percent of the promotions from Assistant Store Manager or Co-Manager to vacancies in the Location Director position. If, at the conclusion of the six-month period, there had been 14 moves to Location Director positions from other job classifications, then the target would be to have offered 4.1 (i.e., 4) of those Location Director openings to female associates. Said undertaking shall not be in derogation of the right to select the best-qualified available candidate for each such position.

3. Above-Store-Level Positions.

During the Term of this Consent Decree, Stores and the retail operating companies and divisions shall use their Best Efforts to promote qualified females and African-American males into the positions above District Manager, including higher level corporate staff jobs related to retail operations, consistent with their respective commitments to promotion from within and right to select the best-qualified available candidate for each such position.

D. Evaluation Programs.

1. On at least an annual basis, each Compliance Official shall have a detailed in-person discussion with each head of his or her retail operating company (or division) and that retail operating company's (division's) retail operations superintendent (ROS), reviewing with them the performance of the retail operating company or division, and of each District within their jurisdiction, regarding compliance with this Decree.

2. Also on at least an annual basis, each retail operating company (or division, as applicable) President and ROS shall have a detailed in-person discussion with each District Manager in the organization, reviewing with that District Manager the performance of the District regarding compliance with this Decree.

3. Following completion of the meetings with the District Managers required under Section XII.C, the ROS and the President to whom she or he reports shall certify to their Compliance Official that the required discussions were held.

4. Prior to any individual's promotion to a retail District Manager, ROS or Division/retail operating company President position, the Company shall consider the individual's performance with respect to meeting the Company's obligations under this Decree.

5. (A) Stores and each of its retail operating companies and divisions hereby establish monetary awards, designated the "Winn-Dixie Diversity Award," to be awarded no more frequently than annually to a District Manager in each retail operating company (division) who, in the judgment of that organization, has demonstrated success in the following areas:

a. meeting equal opportunity goals, described in Section XIII.C, in the stores under his or her supervision;

b. maintaining a working environment which is free from discrimination and which values diversity, and

c. achieving both relative and absolute economic success within his or her area of responsibility.

(B) Similar awards shall be made to the best-performing Location Director in each District, to the best performing operating company or division Compliance Director, to the best-performing operating company or division ROS, and to the best-performing operating company or division President. However, no award shall be made to a Location Director unless that location's profile for both females and African-Americans in management positions is above the average for that retail operating company (or division).

(C) The schedule of awards under this ¶ 5 is attached as Exhibit "E".

XIV. REPORTING AND RECORDKEEPING

A. Documents to Be Preserved for the Duration of the Decree.

Stores and the retail operating companies (and divisions) shall retain the following employment-related records for the duration of the Decree or as required by state or federal law, whichever is longer:

1. A computer readable database or databases containing computerized personnel information for the time period covered by the Decree. The personnel information contained in the database or databases shall be equivalent to the computerized personnel information that was provided to Plaintiffs during the litigation of this case.

2. A computer readable database or databases of the results of all JRS and JPP forms distributed and received by Winn-Dixie, which includes the dates such forms were distributed to associates, the date by which associates were required to return the JRS forms, and the names, Social Security numbers, and all computer readable information contained on the completed and timely returned JRS form.

3. Personnel-related documents (or scanned copies or other computer-based storage thereof) of persons hired,

including part-time and full-time applications; performance evaluations; discipline, counseling, and discharge records; all declined offers of promotion for Goal Positions; and job status change forms.

4. All formal internal complaints regarding alleged violations of this Decree, or of Gender or Race Discrimination filed pursuant to Section X.D.3, the written findings of the investigation and, when utilized, the written request for review and the written report of the outcome of the review by the Compliance Official or their designee. Said reports shall be made available to Plaintiffs' counsel promptly upon written request.

5. Nothing in this Decree shall be interpreted to relieve Stores or any retail operating company of any recordkeeping requirements otherwise imposed by applicable law.

B. Documents to Be Maintained for Two Years.

The following documents shall be maintained for two years from the date the document is created, or as required by state or federal law, whichever is longer:

1. All completed JRS and JPP forms separated according to the Store in which the associate completed the JRS or JPP form.

2. All documents expressly required to be created by the terms of this Decree for which a longer time period is not specified.

C. Access to Documents.

1. Class Counsel shall, upon reasonable notice, be entitled to review all documents required to be maintained or created by the express terms of this Decree, except, however, that Class Counsel shall not be entitled to review any such documents that are protected by attorney-client or work product privilege.

2. All documents required to be maintained by the express terms of the Decree are and shall be treated as confidential business records. In light of Class Counsel's continuing role in the administration of this Decree, in which Class Counsel will be provided access to such documents on a confidential basis in order to investigate and resolve potential non-compliance with the Decree, Class Counsel may, to the extent reasonable and necessary, divulge any such documents to witnesses or potential witnesses so as to prepare for any proceedings allowed by this Decree. All witnesses and potential witnesses to whom such documents are being disclosed must be told that the documents are confidential and that their contents cannot be divulged to anyone else. (Possession of all such documents (and any copies) shall remain with Class

Counsel at all times.) Further, anyone to whom document disclosure is to be made under this paragraph must first execute a confidentiality agreement submitting themselves to the protective order. Said executed agreements may be filed under seal if Class Counsel so elects. Copies must be served on Stores' counsel if and when the individual is designated or to be used as a potential or actual witness. Class Counsel shall not divulge any such documents to any other third party unless so ordered by the Court after notice to Winn-Dixie and a reasonable opportunity for Winn-Dixie to object to such disclosure and be heard. Upon expiration of this Decree, Class Counsel shall promptly return to Winn-Dixie any and all documents Stores or any retail operating company (or division) furnished under this Decree. No such documents or data may be used for any purpose in any court or agency other than in this case in the U.S. District Court for the Middle District of Florida (Jacksonville Division).

D. Reporting Schedule.

Within four weeks after _____, 1999, and at mutually set six-month intervals thereafter throughout the Term of this Consent Decree, Winn-Dixie shall provide semi-annual Progress Reports to Class Counsel on Stores' and each retail operating company's compliance with the Decree's requirements. Said

reports shall be provided within thirty days after the end of each reporting period, except for good cause shown.

E. Contents of the Semi-Annual Progress Reports.

The Semi-Annual Progress Reports shall include the following information:

1. A description of any revisions to the Minimum Qualifications set forth in Exhibit "A" that are implemented during the reporting period (even though reported separately prior to any revision).

2. A description of any revisions made to the JRS pursuant to Section XIII, except those of an administrative nature (even though reported separately prior to any revision).

3. A description of any revisions to any retail store job descriptions that are implemented during the reporting period, including, but not limited to, the addition of any new job classifications (even though reported separately).

4. A description of any revisions to the pay scales or bonus systems for retail store-based positions that are implemented during the reporting period.

5. A description of any revisions to the Policy Prohibiting Harassment, Including Sexual and Racial Harassment, attached as Exhibit "B", that are implemented

during the reporting period (even though reported separately prior to any revision being implemented).

6. A chart or charts displaying the number and percentage of male and female, white male, African-American male and African-American female associates who: (a) requested, and (b) bid, on each position covered by the JRS and JPP during the reporting period; and of those associates who requested, the number and percentage of male and female, African-American male, African-American female, and white male, respectively, associates who met the screen for Minimum Qualifications and Selection Standards for each position. This information shall be reported for each retail operating company (or division, as applicable).

7. A chart or charts displaying the number and percentage of male and female, African-American male, African-American female, and white male, respectively, associates who were offered a promotion or otherwise offered a move from another job classification to any Goal Position during the semi-annual JRS cycles concluded within the reporting period and the result of each such offer; and the goal and target for each position, and the numerical difference between each target and the number of females and African-American males, respectively, offered a promotion or move. This information shall be reported on an operating company (or division) basis.

8. A chart or charts displaying the number and percentages of male and female, African-American male, African-American female, and white male, associates employed on a full-time or part-time basis, separately for each, in each job classification in each retail operating company (division) on the last day of the reporting period (i.e., approximately June 30 or December 31 of each year). This information shall be reported separately by job classification and on an operating company or division basis. Class Counsel shall have the right to request and receive the names underlying particular positions in specified locations to the extent relevant and necessary to their monitoring function under this Decree.

9. A chart or charts displaying the number and percentages of males and females, African-American males, African-American females and white males, employed in the position of Location Director on the last day of the reporting period. This information shall be reported separately on an operating company or division basis. Class Counsel shall have the right to request and receive the names underlying each such chart.

10. Lists of all individuals selected for management Goal Positions from outside the relevant Eligible Associate pools as provided in Section XIII.A.2.i. Class

Counsel shall have the right to request and receive the names underlying particular positions in specified locations to the extent relevant and necessary to their monitoring function under this Decree.

11. A description of the implementation and delivery of the training and education required by Section XII, and lists of those in attendance.

12. Copies of all training materials used by Stores and/or the retail operating companies (divisions) during the reporting period to train managers and HR staff associates regarding equal employment opportunity and/or compliance with this Decree, pursuant to Section XII.

13. A list, which identifies the name, race and gender of all associates at the District Manager level or above, including, but not limited to District Managers, ROS, and Presidents, who have responsibilities for or supervision over associates in the retail stores, and the identity of the stores, districts, regions, and divisions within their supervision or responsibility, as of the last day of the reporting period.

14. A list for each retail operating company (or division), which identifies all Human Resource staff associates who have substantive responsibilities related to compliance with this Decree or fair employment practice laws

and which displays the Human Resources Department's reporting and supervisory structure.

15. Certification by each Compliance Official that he or she has used Best Efforts to see that the Notice and Summary of Consent Decree as described in Section X.E. has been provided to associates as required by the Decree.

16. Certification by each Compliance Official that he or she has used Best Efforts to see that the summary leaflet described in Section XII.A.2 has been and remains posted.

17. Certification by each Compliance Official that he or she has used Best Efforts to see that Exhibit "D" (Notice to Employees) has been and remains posted.

18. A summary of the formal internal complaints received by each retail operating company (or division) during the reporting period alleging violations of this Decree and/or Gender and/or Race Discrimination. This summary shall be kept confidential by Class Counsel and shall not be provided to any person or entity not a party to this Consent Decree and may not be used in any court or agency other than in this case in the U.S. District Court for the Middle District of Florida (Jacksonville Division). This summary shall include:

a. a designation regarding whether the complaint was one of a violation of the Decree, or of Gender or Race Discrimination, or more than one;

b. the name, job classification, store number and Social Security number of the complainant(s);

c. the name of the investigator designated for the complaint;

d. the results of the investigation undertaken in response to such complaint, including the remedial and/or disciplinary measures imposed, if any, and the name of the manager(s) or other associate(s) disciplined; and

e. whether any internal appeal was filed and the disposition of the appeal.

F. Addresses for Reporting.

All reports and documents that Winn-Dixie is required to deliver or serve on Class Counsel shall be mailed to:

Robert F. Childs, Jr.
Ann C. Robertson
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

Joe R. Whatley, Jr.
Whatley Drake, L.L.C.
1100 Financial Center
505 20th Street North
Birmingham, Alabama 35203

Frederick T. Kuykendall, III
Candis A. McGowan
Gardner, Middlebrooks, Fleming & Gibbons, P.C.
Suite 450, McAdory Building
2013 1st Avenue North
Birmingham, AL 35203

XV. MONETARY AWARDS PROCEDURE

A. Monetary Awards to Class Members.

1. Winn-Dixie agrees to distribute in monetary awards to members of the Settlement Class defined in Section VII.A (Settlement Class) a total of Thirteen Million Dollars (\$13,000,000.00), minus the total opt-out credits, if any, pursuant to Section XV.F. (hereinafter this net amount shall be called "the Total Class Award"). The monetary awards will include a gross sum of Two Million Dollars (\$2,000,000.00) in "Cash Cards" to be distributed to former employees, Four Million Dollars (\$4,000,000.00) in "Debit Cards" to be distributed to current employees and a gross sum of Seven Million Dollars (\$7,000,000.00) in payments by check, after required withholding. Distributions from the Total Class Award shall be utilized to provide individual monetary awards to members of the Settlement Class in accordance with the provisions of this Section.

2. The following monetary awards shall be made and credited Decree expenses deemed incurred by Winn-Dixie:

(a). "Pool A" payments totaling Thirteen Million Dollars (\$13,000,000.00) in value, which shall include:

(1) Two Million Dollars (\$2,000,000.00) in non-transferrable Winn-Dixie retail store purchase cards to be distributed to former employee monetary award class members;

(2) Three Million Two Hundred Thousand Dollars (\$3,200,000.00) in face amount Winn-Dixie retail store ten percent (10%) discount debit cards for incumbent employee monetary award class members. Said debit cards are deemed non-taxable for an incumbent employee recipient and accordingly are valued at 125% of their face amount, for a total estimated value of Four Million Dollars (\$4,000,000.00);

(3) Seven Million Dollars (\$7,000,000.00) in seniority-based formula payments to monetary class members.

3. Winn-Dixie agrees to distribute a total gross sum of Eleven Million Dollars (\$11,000,000.00) to female and African-American current employees as bonus payments, for promotions and moves to fill positions where class members are underrepresented.

(a) "Pool B" promotion incentive payments totaling Eleven Million Dollars (\$11,000,000.00) in value,² which shall include:

(1) Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) in face amount Winn-Dixie retail store ten percent (10%) discount cards for incumbent employee monetary award class members who achieve promotions as set forth herein. Said debit cards are deemed non-taxable for an incumbent employee recipient and accordingly are valued at 125% of their face amount, for a total estimated value of Three Million Five Hundred Thousand Dollars (\$3,500,000.00);

(2) Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) in formula payments to monetary class members who achieve promotions as set forth herein, subject to any Opt-Out Credit deductions hereinunder.

4. Administrative expenses of Four Million Dollars (\$4,000,000.00), including but not limited to notice.

(a) Reimbursement to Plaintiffs' counsel of \$157,000.00 in photoduplication expense with IKON, regardless of the amount paid by Plaintiffs' counsel, provided that Winn-Dixie and its counsel are expressly fully released by IKON.

² The opt-out credits in § XV(G), below, if any, shall be deducted from the "Pool B" promotion incentive payment fund in § XV(A) (3) (d) (2), below.

(b) Winn-Dixie Diversity Achievement annual awards totaling not more than One Million Dollars (\$1,000,000.00) in cumulative face amount over the life of the Decree. Said awards shall be made as set forth on Exhibit "E".

5. (a) Individual named Plaintiff cash amounts totaling \$120,000 (less statutory withholding), consisting of eleven of \$10,000.00 each and two (Dorman and Boston) at \$5,000.00, plus cash award entitlements for each such person.

(b) In the alternative, each of the individual Plaintiffs scheduled for awards under ¶ 5(A), above, may elect to proceed in binding arbitration, with the arbitrator's expenses being paid by Winn-Dixie. Such an individual who elects arbitration shall not be entitled to Pool A money (his or her share being retained by Winn-Dixie), but will be eligible to earn Pool B awards. Very limited discovery would apply as set forth in ancillary agreements between counsel for the parties. In the event that any such person obtains an arbitration award of more dollars than his or her designated combined award from Pool A and as an individual Plaintiff or intervenor, a prevailing party attorneys' fee and expenses standard under Title VII will apply. Punitive damages may not be sought or awarded. The arbitrator will be Ralph Knowles, Esq. Of Atlanta, Georgia. Mr. Knowles may be replaced at his

request or by agreement of the parties. Successor(s) shall be agreed upon by the parties or failing such agreement appointed by the Court from among experienced and unbiased employment litigators. The arbitrations will take place in Atlanta, Georgia unless otherwise ordered by the arbitrator. The arbitrators shall so order where justice so requires. No opinions shall be required, and no appeals will be permitted except for appeals based upon the arbitrator exceeding his or her authority. Awards shall be paid by Winn-Dixie within ten business days of their written acceptance by a Plaintiff and his or her counsel.

(c) The debit and discount cards described in Section XV(A) (2), above, are not transferable and will expire upon the termination of this Decree. If an employee discount card recipient leaves Winn-Dixie's employ for any reason and demonstrates that his or her new permanent residence is over fifty (50) miles from the nearest Winn-Dixie retail store, that former employee can convert the remaining balance on his/her discount card to cash, less payroll withholding. Such requests must be made in writing on a form provided by Winn-Dixie upon receipt of written request.

B. Allocation of Total Class Award to Individual Monetary Awards.

Each member of the Settlement Class described in Section VII.A. (1) is eligible to file a verified claim for an

award using the form in Exhibit "F". Each class member who files a verified claim will be awarded one point for each tenth of a year during which he or she worked for any Winn-Dixie retail operation.

2. Each member of the Settlement Class described in Section VII.A.(2) is eligible to file a claim using the form in Exhibit "F". Upon making the showing on the verified form that she satisfied one of the requirements in Section VII.A.(2), each class member will be awarded ten points.

3. (a) Within 30 days of entry of the Order of Preliminary Approval of Proposed Consent Decree, the Company shall begin distributing the Claim Form and Opt-Out Form (pre-addressed with postage paid) along with the Notice of Proposed Class Action Settlement and Consent Decree by:

(1) first-class mailing to last address reflected in the records of WDS of all members of the Settlement Class who are not employed by WDS on the date of publication of the Notice; and

(2) payroll notification to all members of the Settlement Class who are employed by WDS on the date of publication of the Notice.

(b) The Company shall complete the distribution of Notice and Forms as provided in Section

XV.B.3.a. above, within 37 days of entry of the Order of Preliminary Approval of Proposed Consent Decree.

(c) Eligible members of the Settlement Class must complete and return their Claim Form or Opt-Out Form so that it is received no later than 90 days after the entry of the Order of Preliminary Approval of Proposed Consent Decree ("Form Filing Deadline"). Failure to have a completed Claim Form received by the Form Filing Deadline shall bar any Settlement Class member from receiving a Pool One award pursuant to the proposed Consent Decree.

4. When all claims are filed, the points will be totaled and divided into Thirteen Million Dollars (\$13,000,000.00) to determine the value of each point.

5. Any class member whose assigned claim credits are less than \$50.00 will be paid solely by check.

6. The claims of former employees will be paid by a combination of a check and a cash card, with the total face value of the cash cards to be Two Million Dollars (\$2,000,000.00). The value of the cash cards will be divided pro rata among the claimants who are former employees, and the remaining amount of each person's claim will be paid by check, less applicable withholding.

7. The claims of present employees will be paid by a combination of a check and a debit card, with the total face

value of the debit cards to be Four Million Dollars (\$4,000,000.00). The value of the debit cards will be divided pro rata among the claims who are present employees, and the remaining amount of each person's claim will be paid by check, less applicable withholding.

8. Any unused amounts in debit cards shall be reallocated to debit cards in the Pool B Bonus Pool.

9. Example. To explain the process, assume that there are no opt-out credits and a total of 1,300,000 points are accumulated by all members of Class A who make claims. The value of each point would then be Ten Dollars (\$10.00). Assume that the points were distributed as follows:

Claims Under \$50.00	100,000 points
Claims by Former Employees	400,000 points
Class A(1)	
Claims by Present Employees	800,000 points
Class A(2)	

The claims would be paid as follows:

(1) The under-\$50.00 claims would be paid by check:

100,000 points x \$10/point = \$1,000,000.00

(2) The former employees' claims would have a total value of \$4,000,000.00:

400,000 points x \$10/point = \$4,000,000.00

The value of the cash cards, which are for former employees, make up one-half of this value. Therefore, the former employees would be paid one-half in cash cards and one-half in checks (\$2,000,000 in cash cards and \$2,000,000 in checks, less required withholding as to each).

(3) The present employees would have a total value of \$8,000,000.00:

$$800,000 \text{ points} \times \$10/\text{points} = \$8,000,000.00.$$

The value of the debit cards, which are for present employees, make up one-half of this value and are not considered to be taxable income. Therefore, the present employees would be paid one-half in debit cards and one-half in checks (\$4,000,000.00 in debit cards and \$4,000,000.00 in checks, less required withholding on the payments by check).

This example discusses payments to the class as a whole. Each individual class member will receive only a minute percentage of this money. In the example, a class member who is a current employee and who had worked ten full-time years in the retail operations of Winn-Dixie would accumulate 100 points (10 years x 10 points/year). Using this example, the class member would receive a gross amount of \$1,000.00 (\$500.00, less required withholding in a debit card and \$500.00 in a check).

C. Promotional Achievement Awards and Reimbursable Moving Expenses for Female and African-American Employees.

1. To encourage and compensate female and African-American employees for being promoted into positions where they arguably have been underutilized and for which they claim to have been deterred and/or excluded, Winn-Dixie will pay bonuses and reimburse specified moving expenses totaling Eleven Million Dollars (\$11,000,000.00). A cumulative total of Five Hundred Thousand Dollars (\$500,000.00) will be paid for reimbursement of specified moving expenses. A total of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) will be paid in bonuses, one-third in debit cards (\$3,500,000.00) and two-thirds (\$7,000,000.00) in checks, less required withholding.

2. During the term of this Decree,³ Winn-Dixie agrees to pay a total of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) in promotional achievement awards to African-American and female employees promoted to the following positions, allocated in gross amount as set forth below and subject to required withholding:

Junior Assistant Manager	\$1,000 per year for three years
Assistant Manager	\$1,500 per year for one year
Co-Manager	\$2,500 per year for one year

3 And thereafter if necessary to exhaust this Fund.

Location Manager	\$2,500 per year for three years
Trainer & Specialist	\$5,000 per year for one year
District Manager	\$5,000 per year for one year

To receive such an award, an employee must serve for twelve months in the position and receive an evaluation of at least 3.75 on the current performance appraisal system.⁴ Winn-Dixie agrees to evaluate each such person not later than promptly after the end of the twelve-month period. To the extent a person performs below the level of 3.75 (or the subsequent system actual median) in the first twelve months, they shall retain the ability to earn up to the maximum number of yearly awards by performance at the required level. These awards will be paid in addition to all other salary, benefits and other bonuses available to the employee. Employees shall be eligible for successive levels of awards and shall receive the higher level, but not both, for bridged service where at least three months has been spent in the higher level job. The value of the bonuses will be paid one-third in debit cards and two-thirds in checks, less required withholding.

3. Moving Expenses. During the term of the Decree, Winn-Dixie agrees to reimburse up to a cumulative total of Five Hundred Thousand Dollars (\$500,000.00) in

4 If the system changes during the Decree, above the new median actual rating will be the substitute requirement.

specified moving expenses to female and African-American employees who must move their primary residences more than fifty miles to accept a position of Location Director, Trainer, Specialist, District Manager or higher position. Winn-Dixie will pay specified actual, documented expenses to a maximum of Five Thousand Dollars (\$5,000.00) for such a move. The payment will be made in a check under Winn-Dixie's move expense reimbursement policy. Class members otherwise eligible for reimbursement shall receive whichever is the greater of the two.

D. Recipients' Responsibilities.

It shall be the sole responsibility of each member of the Settlement Class who seeks a monetary award to advise Class Counsel promptly of his or her change of address. A Class Member's failure to keep Class Counsel apprised of his or her address may result in his or her request for an award being denied.

E. Awards Arbitrator.

1. The parties have selected an Awards Arbitrator, Thomas McPherson, of Montgomery, Alabama. Said selection is approved.⁵ The Awards Arbitrator shall resolve all disputes

⁵ If Mr. McPherson (or his successor) becomes unwilling or unable to serve as Awards Arbitrator, the parties shall confer and propose a successor to the Court for approval. Failing such agreement, each side may propose candidates and
(continued...)

arising under this Section, unless otherwise provided herein, and shall also perform all other duties and responsibilities assigned to the Awards Arbitrator in this Section.

2. All determinations of the Awards Arbitrator are final, binding, and non-appealable.

F. Allocation of Payments.

This settlement has established several types of payments which have different tax effects. The monetary awards to class members under Section XV.A.1, in the form of cash cards and checks shall be 70 percent (70%) compensatory damages, 10 percent (10%) prejudgment interest and 20 percent (20%) backpay. The promotional achievement awards provided for in Section XV.A.2 shall be 75 percent (75%) compensatory damages and 25 percent (25%) backpay. The debit cards have been designed and determined to be non-taxable fringe benefits for employees. The moving expenses are designed to reimburse specified expenses that are actually incurred up to the prescribed Five Thousand Dollars (\$5,000.00) limit.

G. Opt-Out Credits.

1. In the event that any member of the Settlement Class elects to "opt-out" pursuant to the procedures

5(...continued)

the Court will select from those proposed. Similarly, the parties may jointly terminate the Awards Arbitrator's services and propose a successor to the Court as set forth above.

established by the Court in its Order preliminarily approving the Decree, and within twelve (12) months of the Final Approval Date such Settlement Class member timely files a civil action in any court alleging a claim of Gender and/or Race Discrimination for acts occurring during the Liability Period, or timely files with a state or local FEP agency a charge of Gender and/or Race Discrimination for acts occurring during the Liability Period, the amount of the Total Class Award to be distributed by Winn-Dixie shall be decreased by an amount as set forth below ("the Opt-Out Credit"). Within thirty days of service of the complaint in such a civil action or receipt of a notice of such a charge of Gender and/or Race Discrimination, but not later than sixteen and one-half (16½) months after the Final Approval Date, Winn-Dixie shall notify Class Counsel of the identities of all persons who have timely opted out of the Decree and timely filed such a civil action or charge of Gender and/or Race Discrimination within twelve months of the Final Approval Date, the identity of their attorney(s), and the courts or agencies in which such persons have filed civil actions or charges. Any dispute with respect to Opt-Out Credits shall be resolved in accordance with the Dispute Resolution Procedures set forth in Section XI. of this Decree.

2. Winn-Dixie shall receive no Opt-Out credit for:

a. any Settlement Class member who fails to file a timely request for exclusion in a manner that the Court holds to have satisfied the requirements of the Court's Order preliminarily approving this Decree; and

b. any Settlement Class member who, as of the Preliminary Approval Date, has commenced any civil action against Winn-Dixie or any of its directors, officers, agents or employees in any federal, state or local court alleging a violation of federal, state or local law prohibiting Gender and/or Race Discrimination.

3. Winn-Dixie shall receive an Opt-Out Credit of fifty thousand dollars (\$50,000) for each Settlement Class member who opts out and timely files a civil action or charge of Gender and/or Race Discrimination as set forth in Section XV.G.1. and who is or has been a Class Representative, whether alleged or certified, or intervenor represented by Class Counsel. However, if, during the duration of the Consent Decree any such person obtains a right-to-sue letter and fails to file a timely civil action, then the opt-out credit for that person shall be reallocated back to the Promotional Achievement Award Fund [\$ XV(C)].

4. Winn-Dixie shall receive an Opt-Out Credit of ten thousand dollars (\$10,000) for each Settlement Class member who opts out and files a civil action or charge of

Gender and/or Race Discrimination as set forth in Section XV.G.1. and who is not an alleged class representative or intervenor represented by Class Counsel.

5. At any time prior to sixteen and one-half (16½) months after the Final Approval Date, Class Counsel may notify Winn-Dixie that for purposes of Opt-out Credits all potential Settlement Class members who have timely opted out but who have not already filed a civil action or charge which satisfies the conditions of Section XV.G.1. should be presumed to have filed such a timely civil action or charge of Gender and/or Race Discrimination. If Class Counsel make this election, Winn-Dixie shall identify separately the Opt-Out Credits attributed to those potential Settlement Class members who thereby are presumed to have filed such a timely civil action or charge of Gender and/or Race Discrimination (hereinafter a "Presumptive Opt-Out"), and the "final determination of the total Opt-Out Credit" condition contained in Section XV.G.1 will be deemed satisfied. If such a Presumptive Opt-Out subsequently files a civil action or charge which satisfies the conditions of Section XV.G.1, then Winn-Dixie may use the Opt-Out Credit attributed to that Presumptive Opt-Out, along with all other Opt-Out Credits to which Winn-Dixie otherwise is entitled, to defend, settle or pay any judgment related to a civil action or charge, which

satisfies the conditions of Section XV.G.1. Any Opt-Out Credits that are not used by Winn-Dixie as set forth above and any Opt-Out Credits that were attributed, at Class Counsels' election, to Presumptive Opt-Outs who never filed a civil action or charge which satisfies the conditions of Section XV.G.1 shall be paid to a United Way in one or more areas served by Winn-Dixie, as Winn-Dixie may elect.

6. The cumulative total amount of the Opt-Out Credits shall not exceed two million dollars (\$2,000,000). The Opt-Out Credits shall be deducted from the Promotion Incentive Fund set forth in § XV(3)(a)(2), above.

H. Costs.

Winn-Dixie shall pay the following costs associated with the administration and distribution of the Total Class Award:

1. the reasonable and necessary fees and expenses of the Awards Arbitrator;

2. The reasonable and necessary fees and expenses of the arbitrator of designated class representatives electing arbitration, subject to those costs shifting under F. R. Civ. P. 68 (if applicable);

3. the costs of producing and mailing and otherwise distributing the checks containing the individual monetary awards to Settlement Class members; and

4. the calculation and submission of all necessary employment and withholding taxes and documentation to appropriate government agencies, and the distribution of all pertinent tax withholding and 1099 forms to each Settlement Class member, as provided in Section XV.F, provided, however, that individual Settlement Class members at all times remain fully responsible for ensuring the appropriate payment of employment and income taxes on their individual monetary awards hereunder.

5. The reasonable and necessary costs of notices, advertisements and other settlement procedures.

XVI. ATTORNEYS' FEES, COSTS AND EXPENSES

A. Basis for Award of Fees, Costs and Expenses.

1. The parties have agreed that it is appropriate as part of the settlement underlying this Consent Decree for Winn-Dixie to pay to Class Counsel, on behalf of the Class Representatives and the Settlement Class, reasonable attorneys' fees, litigation expenses, and costs in this case.

2. The Company has agreed to pay Class Counsel an award of reasonable attorneys' fees, litigation expenses, and costs in the amount of three million nine hundred thousand dollars (\$3,900,000.00) for work performed and costs and expenses incurred through and including the Approval Date, as

well as for work to be performed and costs and expenses incurred after the Approval Date relating to monitoring, administration and implementation (including, without limitation, for monitoring processing of all Statements Requesting Awards under Section XV), attempting to directly contact by telephone persons who have filed Gender and/or Race Discrimination charges with the EEOC in order to fully inform such persons about their rights under this Decree, and defense of the Decree. Except as provided in Section XVI.A.4., this amount satisfies any arguable obligation the Company may have to pay attorneys' fees, expenses and costs to Class Counsel for any and all work performed and costs and expenses incurred after the Approval Date of the Decree for the monitoring, administration, implementation and defense of the Decree. This amount fully satisfies any arguable obligation the Company may have to pay attorneys' fees, litigation expenses, and costs for and on behalf of the Plaintiffs and the Settlement Class for any and all work performed and costs and expenses incurred through and including the Approval Date, as well as thereafter except to the extent herein specified.

3. In addition to the foregoing amounts, Winn-Dixie agrees that in the event Winn-Dixie or any of its officers, managers or supervisors is held in contempt pursuant to Section X.B., Class Counsel shall be paid their reasonable

costs, expenses and attorneys' fees for the enforcement proceedings resulting in the contempt holding, as though Plaintiffs then were a prevailing party in Title VII litigation. The same standards shall apply to any individual named Plaintiff proceeding which is taken to binding arbitration and in which said Plaintiff prevails for more than he or she was offered by Winn-Dixie in the negotiated amounts. Fed. R. Civ. P. Rule 68 shall also be available to Winn-Dixie.

4. Nothing herein shall be interpreted to preclude Winn-Dixie from seeking attorneys' fees, expenses and costs incurred in litigating enforcement matters according to Title VII law applicable to a prevailing defendant.

B. Payment of Award.

1. Within fourteen (14) days following the Approval Date, Winn-Dixie shall pay to Class Counsel on an interim basis one half ($\frac{1}{2}$) of the three million nine hundred dollars (\$3,900,000), or one million nine hundred fifty thousand dollars (\$1,950,000), for litigation-related attorneys' fees, expenses and costs as set forth in Section XIV.A. Such amount shall be subject to refund under court order in the event final approval of this Decree is not obtained. Winn-Dixie shall pay Class Counsel the remaining one million nine hundred fifty thousand dollars (\$1,950,000) within ten (10) days

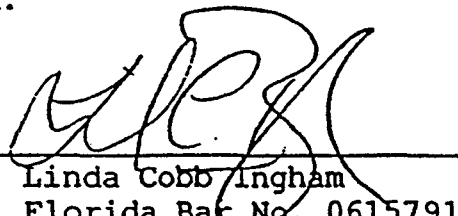
following the Final Approval Date, including the resolution of any appeals.

IT IS SO ORDERED, ADJUDGED AND DECREED this _____ day
of _____, 1999.

U.S. District Judge
Middle District of Florida

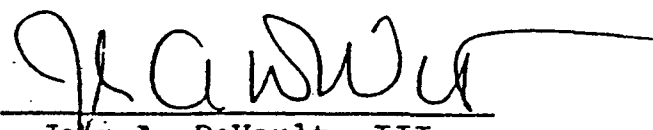
STIPULATED, ACKNOWLEDGED AND AGREED TO BY:

MARKS, GRAY, CONROY & GIBBS,
P.A.

By: 

Linda Cobb Ingham
Florida Bar No. 0615791
P.O. Box 447
Jacksonville, FL 32201
Telephone: (904) 398-0900
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BEDELL, DITTMAR, DeVAULT,
PILLANS & COXE, P.A.

By: 

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Attorneys for Defendants

Exhibit A

INITIAL MINIMUM QUALIFICATIONS

LOCATION DIRECTOR **CODE 01**
CO-MANAGER **CODE 20**
RELIEF MANAGER **CODE 22**

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as a Co-Sales Manager or Assistant Sales Manager with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in: produce, grocery, cashier, head cashier, assistant manager training, dairy, frozen food, general merchandise, meat, deli, and bakery.

ASSISTANT LOCATION MANAGER **CODE 02**

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as a 2nd assistant manager with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in: produce, grocery, cashier, head cashier, assistant manager training, dairy, frozen food, general merchandise, meat, deli, and bakery.

2ND ASSISTANT MANAGER **CODE 03**

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Complete department training in cashier, grocery, dairy, frozen food, and produce, and
5. Successful experience in grocery, dairy, frozen food and produce with at least a 3.75 overall average performance rating in the most recent rating period.^{2/}

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

PRODUCE MANAGER CODE 51

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Training Complete cashier, grocery, dairy, frozen food, and produce, and
5. Successful experience as a produce clerk with at least a 3.75 overall average performance rating in the most recent rating period.^{2/}

MARKET MANAGER CODE 81 NON-EXEMPT
RELIEF MARKET MANAGER CODE 18

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in meat operation, including merchandising, ordering, inventorying and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in meat.

MARKET MANAGER CODE 80 EXEMPT

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in meat operation, including merchandising, ordering, inventorying and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in meat.

SERVICE MEAT MANAGER CODE 65

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in meat operation, including merchandising, ordering, inventorying and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in meat.

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

RELIEF MARKET SALES MANAGER CODE 90 EXEMPT

1. Must be 21 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in meat operation, including merchandising, ordering, inventorying and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,² and
5. Complete training in meat.

BAKERY MANAGER CODE 72

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the bakery operation (i.e., merchandising, ordering, inventorying, and pricing), with at least a 3.75 overall average performance rating in the most recent rating period,² and
5. Complete training in the bakery operation.

DELI/BAKERY MANAGER CODE 84

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the deli/bakery operation (i.e., merchandising, ordering, inventorying, and pricing), with at least a 3.75 overall average performance rating in the most recent rating period,² and
5. Complete training in the deli and bakery operations.

DAIRY/FROZEN FOOD MANAGER CODE 24

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the dairy and frozen food operation (i.e., merchandising, ordering, inventorying, and pricing), with at least a 3.75 overall average performance rating in the most recent rating period,² and
5. Complete training in grocery, dairy and frozen food training.

² 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

SEAFOOD MANAGER CODE 68

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the seafood operation (i.e., merchandising, ordering, inventorying, and pricing), with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in the seafood operation.

GENERAL MERCHANDISING MANAGER CODE 07

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the General Merchandise Department (i.e., merchandising, ordering, inventorying, and pricing), with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in cashier, general merchandise.

GROCERY MANAGER CODE 33

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in the Grocery Department, including merchandising, ordering, inventorying, and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in cashier, grocery, dairy, frozen food, and produce.

CUSTOMER SERVICE MANAGER CODE 43

CUSTOMER SERVICE MANAGER PART-TIME CODE 06

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in grocery, produce, dairy, frozen food including merchandising, ordering, inventorying, and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in cashier, grocery, dairy, frozen food and produce.

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

DIRECTS RECEIVING MANAGER CODE 38

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in all location department skills (i.e., merchandising, ordering, inventorying, and pricing) and math/computer entry skills, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in cashier, grocery, dairy, frozen food and produce.

FRESHNESS & PRICING MANAGER CODE 23

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Good working knowledge of all location departments, including merchandising, ordering, inventorying, and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in cashier, grocery, dairy, frozen food, and produce.

FLORAL SALES MANAGER CODE 86

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in floral operations, including merchandising, ordering, inventorying, and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete department training in floral operations.

HEAD CASHIER CODE 05

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Assistant Head Cashier (demonstrated job-related bookkeeping knowledge), and
5. Complete training in Cashier, Head Cashier operations, with at least a 3.75 overall average performance rating in the most recent rating period.^{2/}

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

PHOTO LAB MANAGER CODE 42

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Complete department training in Photo Lab procedure, and
5. Possess an in-depth knowledge of the Photo Lab Department, complete department training in cashier, general merchandise, with at least a 3.75 overall average performance rating in the most recent rating period.^{2/}

HEAD MEAT CUTTER CODE 82

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience in meat operation, including merchandising, ordering, inventorying and pricing, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in meat operation.

ASSISTANT HEAD CASHIER CODE 55

1. Must be 18 years of age;
2. High School Diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Cashier, with at least a 3.75 overall average performance rating in the most recent rating period,^{2/} and
5. Complete training in Cashier, demonstrated bookkeeping knowledge in all cashiering procedures.

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

GROCERY STOCK SALES CLERK	CODE 04-34-44-11-17-21
CASHIER	CODE 15-35-45
DAIRY SALES ASSOCIATE	CODE 25-26-31-32-37
FROZEN FOOD ASSOCIATE	CODE 25-26-31-32-37
GENERAL MERCHANDISE ASSOCIATE	CODE 47-27
PHARMACY ASSOCIATE	CODE 30-36
CUSTOMER SERVICE ASSOCIATE	CODE 14-16-46-60
PORTER	CODE 08, 09

1. Must be able to read and write English adequately;^{22/}
2. Ability to understand and follow English instructions, and
3. Successful completion of pre-employment drug test.

PRODUCE ASSOCIATE	CODE 53-64-41-61-57
MEAT CUTTER/CLERK	CODE 78-71-86-91-97
BAKERY SALES ASSOCIATE	CODE 76-77-75-49-50-78-54
FLORAL ASSOCIATE	CODE 58-59
DELI/BAKERY ASSOCIATE	CODE 87-89-92-99
CHEESE SHOPPE ASSOCIATE	CODE 94-98
SEAFOOD ASSOCIATE	CODE 69-70
MEAT CUTTER	CODE 83-71-93-91-97
MEAT ASSOCIATE	CODE 85-95
SERVICE MEAT ASSOCIATE	CODE 66-67
BAKER FULL-TIME	CODE 74

1. Must be 18 years of age;
2. Must be able to read and write English adequately;^{22/}
3. Ability to understand and follow English instructions, and
4. Successful completion of pre-employment/promotion drug test.

PART-TIME OFFICE CASHIER	CODE 56
PHOTO LAB ASSOCIATE (FULL-TIME)	CODE 48
PHOTO LAB ASSOCIATE (PART-TIME)	CODE 52
SALES RECEIVING ASSOCIATE FULL-TIME	CODE 39
CAKE DECORATOR FULL-TIME	CODE 62

1. Must be 18 years of age;
2. Must be able to read and write English adequately;^{22/}
3. Must be able to understand and follow English instructions;
4. Successful completion of pre-employment drug test, and
5. Ability to distinguish color and contrast.

^{22/} These requirements apply to higher level jobs but are considered covered by the "High School Diploma or equivalent" requirement.

PHARM-TECH CODE 30 – 36

1. Must be 18 years of age;
2. High school diploma or equivalent;
3. Successful completion of pre-employment drug test;
4. Able to understand and operate computer in pharmacy;
5. Possess good telephone skills, and
6. Possess and exercise good attention to detail and accuracy.

COLLEGE SEAFOOD SALES TRAINEE CODE 73

1. Must be 18 years of age;
2. Bachelor's Degree, and
3. Successful completion pre-employment/promotion drug test.

All positions are TP 00 WA 50

Exception: Pricing Specialist is TP 00 WA 55 and Cashier Training is TP 03 WA 01

DISTRICT CASHIER TRAINER	CODE 64
CASHIER TRAINER	CODE 20

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Good knowledge of the company's "Exceptional Customer Service" mission;
5. Successful (median or above) rated performance;
6. Be proficient in the operation of the checkout systems;
7. Be knowledgeable of the company's checkout policies and procedures;
8. Be knowledgeable of safety procedures, and
9. Be an effective communicator as a trainer.

Note: District Cashier Trainer was formerly Checker Trainer

² 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

GROCERY CATEGORY MANAGER	CODE 59
DAIRY/FROZEN FOOD CATEGORY MANAGER	CODE 63
PRODUCE CATEGORY MANAGER	CODE 30
MEAT CATEGORY MANAGER	CODE 17
DELI/SEAFOOD CATEGORY MANAGER	CODE 53

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods,^{2/} and
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery.

RETAIL SYSTEMS SUPERVISOR **CODE 72**

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/}, and
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery.

SCANNING COORDINATOR	CODE 73
PHARMACY COORDINATOR	CODE 84
SALES PLANNING SUPERVISOR	CODE 69

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/}, and
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery.

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

GENERAL MERCHANDISE SPECIALIST	CODE 49
PRODUCE SPECIALIST	CODE 28
MEAT SPECIALIST	CODE 15
DELI/BAKERY SPECIALIST	CODE 54
SCANNING SYSTEMS SPECIALIST	CODE 75
LOCATION SET-UP SUPERVISOR	CODE 77
PRICING SPECIALIST	CODE 60

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/}, and
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery.

PRODUCE TRAINER	CODE 40
MEAT TRAINER	CODE 21
DELI/BAKERY TRAINER	CODE 55

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/}, and
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery.

DISTRICT MANAGER CODE 81

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/};

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery, and
6. Successful experience in at least one of the staff level jobs (Category Manager, Retail Systems Supervisor, Coordinator, Specialist, or Trainer) for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods.^{2/}

HUMAN RESOURCES MANAGER CODE 67

1. Must be 21 years of age;
2. High School diploma or equivalent;
3. Successful completion of pre-employment/promotion drug test;
4. Successful experience as Winn-Dixie retail Location (store) Director for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods^{2/};
5. Complete department training in: produce, grocery, cashier, head cashier, co-manager/asst manager training, dairy/frozen food, general merchandise, meat, deli, and bakery, and
6. Successful experience in at least one of the staff level jobs (Category Manager, Retail Systems Supervisor, Coordinator, Specialist or Trainer) for a minimum of one (1) year with at least a 3.75 overall average performance rating in the two most recent rating periods.^{2/}

^{2/} 3.75 is just above the current median performance rating. The intent is to require median (or above) rated performance, whatever that rating may evolve to be during the duration of the Decree.

COMPANY POLICY STATEMENT ON HARASSMENT, INCLUDING SEXUAL AND RACIAL HARASSMENT

The Company will not tolerate any harassment that degrades or shows hostility towards an individual because of race, color, religion, sex, national origin, age or disability, including, but not limited to slurs, jokes, verbal abuse, stereotyping, threats, intimidation, hostile acts, or denigrating or hostile written or graphic material circulated or posted in the Company premises. Anyone who violates these guidelines will be subject to disciplinary action up to and including termination. Anyone subjected to any type of harassment whatsoever should immediately contact any member of supervision or the Human Resources Manager, and the matter will be completely and thoroughly investigated. Anonymous complaints and reports may be made under the company's "Associate Action Line" as outlined on the bulletin board in your break area. However, anonymous complaints and reports are often difficult and sometimes impossible to investigate adequately. You are therefore encouraged to come forward as a known individual with a complaint.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's legally protected status, such as sex, gender, color, race, ancestry, religion, national origin, age, physical or mental disability, citizenship status or other legally protected status. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, demeaning, or offensive working environment.

Sexual Harassment is generally defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually-orientated conduct, which is offensive or objectionable to the recipient, including, but not limited to, epithets, derogatory or suggestive comments (e.g., about an individual's body or person), slurs or gestures, and offensive posters, cartoons, pictures or drawings.

It is illegal and against company policy for any associate to sexually harass another by; (a) making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of associate's continued employment, or (b) making submission or rejection of such conduct the basis for employment decisions affecting the associate, or (c) creating an intimidating or offensive working environment by such conduct.

As indicated above, racial harassment includes, but is not limited to, explicit or implicit jokes or slurs based on race or race-specific characteristics, racial epithets, innuendoes, stereotypes or comments based on race, statements or materials which demean, humiliate, shame based on race, or adverse treatment of associates because of their race.

Management at all levels is responsible for reporting and taking corrective action to prevent unlawful harassment in the work place.

Any associate who has a workplace complaint of sexual or racial harassment by anyone, including management, associates or visitors, should report the alleged act immediately, and without fear of reprisal, to a responsible company official in accordance with the "If Things Go Wrong" procedure, or by contacting the Human Resources Manager directly.

An investigation of all the complaints will be undertaken promptly, giving due regard to the need for confidentiality. The company will meet with the parties involved to discuss the results of the investigation.

Any associate who has been found by the company after an appropriate investigation to have harassed any other associate or visitor in violation of this policy will be subject to disciplinary action up to and including termination of employment.

No associate or manager will be retaliated against or treated adversely in any way for reporting harassment, participating in an investigation or a harassment complaint, refusing to participate in harassment, and/or refusing to conceal harassment.

The following conduct, especially by managers, can be as serious (or even more serious) than harassment itself:

- *Ignoring or concealing harassment, or treating it as a joke
- *Failing to report known harassment
- *Retaliating against associates reporting or complaining of harassment
- *Being dishonest or refusing to cooperate with a harassment investigation

Violation is subject to disciplinary action up to and including termination of employment.

We trust that all associates of the company will continue to act responsibly in a business-like manner to ensure a pleasant working environment free of harassment and discrimination.

SANDI DORMAN, PAMELA BRIGGS,
YOLANDA THOMAS, MARY MCGAHEE,
BARBARA MICHELL, AMBROSE DANCY,
TERRY WYATT, ANGELA KIRCUS,
ANGELA HUBBARD, TAMRAH L. HARRIS,
MARVIN BROWN, HENRY DUBOSE,
RANOLDO BOSTON, individually and on
behalf of all other persons similarly situated,)

) . NO.99-

CLASS ACTION

WINN-DIXIE STORES, INC., WINN-DIXIE
CHARLOTTE, INC., WINN-DIXIE RALEIGH,
INC., WINN-DIXIE TEXAS, INC., WINN-DIXIE
MIDWEST, INC., WINN-DIXIE ATLANTA,
INC., WINN-DIXIE MONTGOMERY, INC., and
WINN-DIXIE LOUISIANA, INC.,

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND CONSENT DECREE**

1

Winn-Dixie Stores, Inc. ("Stores") and its various retail operating subsidiaries and divisions (collectively "WDS") have agreed to settle an employment discrimination class action lawsuit now pending in the United States District Court in Jacksonville, Florida. The lawsuit, which was brought by 13 individual female and/or African-American present and former WDS employees ("the Plaintiffs"), claims that WDS discriminated against female and/or African-American associates at its retail stores (not including the licensed pharmacy positions). WDS denies these claims. The Court determined on _____, 1999 that this case may proceed as a class action for settlement notice and fairness approval purposes.

THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF:

- THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF YOUR RIGHTS WITH RESPECT TO A PROPOSED SETTLEMENT OF THE CASE;
- THE OPPORTUNITY TO FILE A STATEMENT REQUESTING A MONETARY AWARD;
- THE OPPORTUNITY TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT, AND
- THE OPPORTUNITY TO EXCLUDE YOURSELF FROM THE MONETARY PORTION OF THE PROPOSED SETTLEMENT BY "OPTING OUT."

1. The Affected Class. The Court has certified a Settlement Class for purposes of monetary relief pursuant to Fed. R. Civ. P. 23(b)(3). Also, pursuant to Fed. R. Civ. P. 23(b)(2), the Court has certified a Settlement Class for purposes of various forms of equitable and declaratory relief provided in the proposed Consent Decree, including revisions to the system for associates to formally register their interest in moving to different positions,

certain selection goals related to the registrations of interest, and certain training and education of WDS managers at all levels. The Settlement Class for purposes of equitable and declaratory relief is defined as follows:

1. All female management and non-management employees (associates) of WDS who have worked or will work at any time on or after June 23, 1993 through the end of the Decree in WDS' retail operations, except those females who have worked or do work only in WDS' pharmacy operations in a licensed position; and
- B. All African-American management and non-management employees (associates) of WDS who have worked or will work at any time on or after June 23, 1993 through the end of the Decree in WDS' retail operations, except those African-Americans who have worked or do work only in WDS' pharmacy operations in a licensed position.

The definition of the Settlement Class for purposes of monetary relief is as set forth below, except that any class member who "opts out" of the monetary relief is not considered part of that Settlement Class. For monetary relief only, the class definition is: (1) all female and/or African-American management and non-management employees of Winn-Dixie Stores, Inc., or any of its retail operating companies, who have worked in retail operations at any time on or after June 23, 1993 for a cumulative total of at least two years (whether before or after June 23, 1993), at least one year of which was full-time, through the Preliminary Approval Date, except those females and African-Americans who have worked only in pharmacy operations in a licensed position or who have filed a timely request to opt out of the monetary relief provisions of this Decree; (2) all female part-time retail operations employees of WDS, or at any of its retail operating companies in or after June 23, 1993, who had worked a cumulative total of at least two years for Winn-Dixie or one of its retail operating companies (whether before or after June 23, 1993), and was able to demonstrate through the filing of a verified claim form that she: (a) had requested a full-time job but did

not receive such job within 65 days of the request; (b) wanted a full-time job but was not aware of the posting for such a job or was not aware that she could file a job request which would have enabled her to obtain a full-time job; or (c) wanted to seek a full-time job but was in some specific way discouraged because of her gender from applying for such a job by a particular manager or managers whom she can identify.

If you are included in the Settlement Class defined above, the proposed settlement may affect your rights. Additionally, you may be entitled to receive the benefits of the proposed settlement, including an individual monetary award.

2. Summary of Proposed Decree. The parties have reached an agreement including the establishment of employment goals and additional opportunities and incentives for the advancement of females and African-Americans in the retail operations of Winn-Dixie Stores, Inc., and its operating companies and divisions. This relief includes an expansion of the posting and bidding procedure, goals for jobs where class members are under-represented, training and other non-monetary relief. In addition, the consent decree provides estimated monetary value of approximately \$33.5 million over the next seven years. More specifically, the Decree provides for \$13 million to be paid to class members claiming discrimination and \$11 million to be paid as bonuses to class members advancing into jobs where they are under-represented of this \$24 million, approximately 40% will be paid in the form of discount and cash cards applicable towards purchases at Winn-Dixie, \$4 million will be used for extra training and administrative expenses. \$500,000 will be paid in reimbursed moving expenses incurred in connection with class member promotions. \$1 million will be paid in W-D Diversity Awards to reward managers and executives for leadership success in advancing class members. \$120,000 will be divided among the 13 named plaintiffs, and \$3.9 million is to be paid for attorneys' fees and expenses for prosecuting this action and for monitoring compliance with the consent decree during its seven-year term.

3. Reasons for Settlement. After extensive litigation, information gathering and court-approved mediation efforts, Class Counsel have concluded that the terms and

conditions of the settlement are fair, reasonable, adequate and in the best interests of the Settlement Class. In reaching this conclusion, Class Counsel have analyzed the benefits of the settlement, the risk of an unfavorable outcome to the litigation in this case, as well as the substantial expense and length of continued proceedings necessary to prosecute this action through a trial and likely appeals. WDS does not admit any wrongdoing or liability by entering into this settlement (such being denied). WDS has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation and desires to obtain complete and final settlement of the claims of the Private Plaintiffs and the Settlement Class members in this case.

4. The Monetary Awards. Pursuant to the proposed Consent Decree, WDS has agreed to pay Class Monetary Awards comprised of payment of individual monetary awards totaling in cumulative face amount \$24.0 million^{1/} to qualified class members, less certain amounts which WDS may reserve to defend "opt-outs" claims. The direct overall monetary value of the seven-year Decree is estimated to be \$33.5 million, not counting the value of promotions to be awarded during the life of the Decree. Pursuant to the proposed Decree, WDS also has agreed to pay eleven named Plaintiffs \$10,000.00 each, and two named Plaintiffs (Boston and Dorman) \$5,000.00 each, and Class Counsel's past and future monitoring attorneys' fees, costs, and expenses in the amount of \$3.9 million, approximately twelve percent (12%) of the estimated overall monetary value of the Decree.

5. Filing a Statement Requesting Monetary Award. Pool A monetary awards are based on a formula calculating from computer records the number of weeks worked for

^{1/} The actual beneficial amount is greater for WDS employees who are recipients of discount purchase cards, which are believed to be non-taxable so long as the recipient remains a WDS employee.

each Settlement Class member who is determined to be eligible for such monetary award.

If you wish to be considered for such a Pool A monetary award in this case, you must:

1. Return applicable enclosed Claim Form(s) to Winn-Dixie Class Action Settlement Director, c/o First Union Claim Track Services Group, 774 State Road 13, Suite 13, Jacksonville, Florida 32259, which must be received no later than _____, 1999; and

B. On the Claim Form, sign under oath that you:

(1) are a member of one of the Settlement Classes; and

(2) meet the following standard: you wanted to advance further in your career with WDS than you have, or did not advance as quickly as you believed appropriate (unless you feel confident that your lack of advancement was wholly caused by factors other than your gender and/or race), and you believe your gender and/or race delayed your career progress, either wholly or in part.

If you believe you may be a Settlement Class member and want additional information, write Class Counsel, at the following address or call the toll-free number listed below:

[TO BE SUPPLIED BY PLAINTIFFS' COUNSEL]

6. Promotional Achievement Awards and Moving Expenses for Class Members

Who Advance with Winn-Dixie During the Term of the Decree. The Decree provides for bonuses to be paid to class members who continue to work with Winn-Dixie, who advance into certain higher positions, and who perform at the median performance level or above for at least a year. Those positions and the bonuses are:

Junior Assistant Manager	\$1,000 per year for three years
Assistant Manager	\$1,500 per year for one year

Co-Manager	\$2,500 per year for one year
Location Manager	\$2,500 per year for three years
Trainer & Specialist	\$5,000 per year for one year
District Manager	\$5,000 per year for one year

The Decree also provides for the reimbursement of certain documented moving expenses for class members who must move their residence in order to accept certain higher level promotions with Winn-Dixie, up to a maximum of \$5,000.00 per move.

7. Winn-Dixie Diversity Awards. In order to encourage and reward those supervisors, managers and executives who are most successful in advancing class members into higher level positions while attaining Winn-Dixie's economic goals, the Decree provides for specified bonuses to be paid annually to certain supervisors, managers and executives who excel in achieving the goals and objectives of this Decree.

8. Term and Reporting. The Decree will last for seven years unless shortened or lengthened, wholly or in part, by the Court for demonstrated good cause. The Decree provides for the development of goals, based upon job-related qualifications and interests, which are to be reviewed and modified where appropriate every six months and for reporting to class counsel and the Court on an annual and semi-annual basis.

9. Binding Effect. The proposed Decree, if finally approved by the Court, will be binding on all members of the Settlement Class and will bar any person who is a member of the Settlement Class from seeking relief from WDS, other than as provided for in the Decree, for all claims of alleged employment discrimination and/or retaliation because of

gender (except for alleged sexual or racial harassment, alleged retaliation for claiming or opposing sexual or racial harassment, or alleged race or gender discrimination in not being hired or in being fired), unless they exclude themselves from or opt-out of the individual monetary portion of the Decree pursuant to the following procedures.

10. Opt-Out Procedure. If you wish to exclude yourself from the monetary portion of the Decree, you must file an Opt-Out Form with the Clerk of the United States District Court for the Middle District of Florida, 311 W. Monroe St., Jacksonville, Florida 32202. Your Opt-Out Statement must be received by the Clerk on or before _____, 1999.

If you opt out of this lawsuit: (a) you will have no right to file a Claim Form or to receive any money pursuant to the Decree in this case; (b) you will not be bound by the individual relief portions of the Decree in this lawsuit, and (c) you may bring a separate lawsuit against the appropriate WDS entity by yourself, provided that you do so within the statute of limitations for your individual claims. Any tolling of statutes of limitations ends with the Final Approval of this Decree or your opting-out of the Decree's provisions, whichever occurs first.

If you opt out of this lawsuit and bring a separate lawsuit, you may lose your case and receive nothing, or you may obtain less money than you can get pursuant to this lawsuit even if you prevail, and it may take several years to obtain any such money.

To opt out of this lawsuit, you must submit a completed Opt-Out Form, including your full name, address, Social Security number, and a signed and dated copy of the Opt-Out Form, stating:

"I am a Settlement Class member in the lawsuit of Dorman v. Winn-Dixie Stores, Inc. I wish to opt-out of the monetary portion of the settlement of this case. I understand that by requesting to be excluded from the Class monetary settlement I will receive no money whatsoever from WDS under the

Consent Decree entered into by WDS and Plaintiffs, and preliminarily approved by the Court as fair and reasonable on _____, 1999. I understand that I may bring a separate lawsuit, in which I will not be represented by Class Counsel; however, I understand that in any separate lawsuit I may receive nothing, or I may receive less than I would have received if I had filed a claim under the Class Monetary Settlement Procedure in the Consent Decree. I also understand that I cannot seek exclusion from the class for non-monetary relief, and that I will be bound by the class-wide equitable relief provisions of the Consent Decree entered into by WDS and Plaintiffs, if the Decree is finally approved by the Court." I further understand that the statute of limitations (filing time limit) will begin to run again upon my claims, if any, from and after the date of the District Court's approval of the Decree. It is solely my obligation to determine the applicable time limit(s) for my claim(s).

An Opt-Out Form may be obtained from the Clerk of the U.S. District Court at 311 W. Monroe Street, Jacksonville, Florida 32202. It is your responsibility to obtain the form, complete and file it by the stated deadline if you wish to opt-out.

11. Objections to the Consent Decree. If you believe that the proposed Consent Decree should not be finally approved by the Court for any reason, you may object to the proposed Decree. If you want to object to the proposed Decree, you must file an objection in writing with the United States District Court Clerk's Office, 311 W. Monroe Street, Jacksonville, Florida 32202 on or before _____, 1999, in which you state the complete basis of your objection and the specific facts you rely upon to support it. You must also send copies to Class Counsel and WDS, addressed as follows:

Class Counsel

Robert F. Childs, Jr.
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
420 North 20th Street
Birmingham, AL 35203

Winn-Dixie Stores, Inc.

R. Lawrence Ashe, Jr.
Paul, Hastings, Janofsky & Walker LLP
Suite 2400
600 Peachtree Street, N.E.
Atlanta, GA 30308

You also may appear at the hearing to be held on _____, 1999, at ____m.
at the United States District Court, United States Courthouse, 311 W. Monroe Street,
Jacksonville, Florida 32202 to have your objection heard by the Court. However, objections
not previously filed in writing will not be considered. Any attorney who will represent an
individual objecting to the Decree must file a notice of appearance with the Court and serve
counsel for all parties on or before _____, 1999. All objections or other
correspondence must state the name and number of the case, which is Dorman, et al. v.
Winn-Dixie Stores, Inc. et al., Case No. 99-_____.

12. If the Decree is Not Approved. If the Consent Decree is not approved by the
Court, the conditional settlement will be voided, no money will be paid, the case will be
dismissed without prejudice, and the two pending cases in Birmingham, Alabama (Civil
Action No. CV-96-C-2622-S and CV-96-C-1677-S) will be reactivated for continued
litigation. However, if that happens there is no assurance that: (a) any decision in those
cases will be in favor of class members; (b) a favorable trial decision, if any, will be as
favorable to the class members as this settlement, or (c) any such favorable trial decision will
be upheld if any appeal were to be filed.

Dated this _____ day of _____, 1999.

Clerk of Court,
United States District Court

Northern District of Florida
Jacksonville Division
311 West Monroe Street
Jacksonville, Florida 32202

At/633552.1

Winn - Dixie Annual Diversity Awards Schedule

\$1,000,000.00 To Be Awarded During The Seven Years of the Consent Decree ***

<u>Eligible Positions</u>	<u>Number Involved</u>	<u>Total Number</u>	<u>Maximum Annual Award Amount</u>	<u>Maximum Total Annual Awards</u>
Location Director *	One per District	100	\$ 2,000.00	\$200,000.00
District Manager **	One per Division	11	\$ 5,000.00	\$ 55,000.00
Human Resources Manager	One for the Company	1	\$ 7,500.00	\$ 7,500.00
Division ROS	One for the Company	1	\$ 7,500.00	\$ 7,500.00
Division President	One for the Company	1	\$10,000.00	<u>\$ 10,000.00</u>
				\$230,000.00

Qualifiers:

1. Must demonstrate success in meeting equal opportunity goals;
2. Must work diligently towards maintaining a working environment which is free from discrimination and which values diversity; and
3. Must achieve both relative and absolute economic success within his or her area of responsibility. Each award made will be prorated for relative success versus peers in meeting economic goals.

* Location's female and African-American profile in store level management positions must overall be above district average.

** District's female and African-American profile in retail operating management positions must be above Division average.

*** If not exhausted within duration of Decree, will continue thereafter until fully expended.

Exhibit E

Exhibit F to be added by the Parties

FINAL RELEASE OF CLAIMS

_____, his or her agents, heirs, personal representatives, successors and assigns, jointly and severally (collectively "Claimant"), for and in consideration of the mutual promises, terms and conditions by and between _____ and Winn-Dixie Stores, Inc., and its retail operating subsidiaries and divisions (collectively "Winn-Dixie"), set forth in the Consent Decree entered in Dorman, et al. v. Winn-Dixie Stores, Inc., et al., Case No. 99-_____, in the U.S. District Court for the Middle District of Florida (the "Dorman" Action"), the sufficiency of which consideration is expressly acknowledged, does hereby fully, finally and forever release and discharge Winn-Dixie, its directors, officers, managers, agents, employees, attorneys, successors and/or assigns, and anyone acting in concert with or on behalf of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature, and those plans' respective trustees and administrators, of and from any and all past and/or present claims, demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, whether or not known, allegedly incurred by Claimant because of claimed unlawful gender and/or race discrimination or any other alleged illegal gender and/or race-based employment discrimination actions by Winn-Dixie on or before the Preliminary Approval Date, including but not limited to those arising in any way out of the alleged facts, circumstances and occurrences underlying those allegations of violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.; 42 U.S.C. § 1981, the Florida Human Rights Act of 1977 (ch. 760, Fla. Stat. (1991)); the Florida Civil Rights Act (ch. 760, Fla. Stat. (1992)), the Equal Employment Practices Act, codified at Gen. Stat. of N.C. § 143-422.1 et seq.; the South Carolina Human Affairs Law, codified at S.C. Code Ann. 1-13-10 et seq.; La. Rev. Stat. Ann. Tit. 23 ch. P § 331 et seq.; Ky. Rev. Stat. § 344.010 et seq.; Ohio Rev. Code Ann. Tit. 41 § 4112.01 et seq.; Tenn. Code Ann. § 4-21-101 et seq.; the Indiana Civil Rights Law, codified at Ind. Code § 22-9-1-1 et seq.; the Virginia Human Rights Act, codified at Va. Code Ann. § 2.1-714 et seq.; the Texas Commission on Human

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Claimant's Initials: _____

EXHIBIT G

Rights Act, codified at Tex. Labor Code Ann. Tit. 2 ch. 21 subch. A-G § 21.001 et seq.; and Okla. Stat. Tit. 25 ch. 21 § 1101 et seq.; which were asserted or which might have been asserted by or on behalf of Claimant against Winn-Dixie either in the complaint filed in the Dorman action, in the preceding Briggs and Kircus actions in the U.S. District Court in Birmingham, Alabama, and/or in any and all charges of discrimination filed against Winn-Dixie or on behalf of Claimant. Expressly excepted from this Release of Claims are Claimant's vested pension and profit-sharing benefits, if any, Claimant's worker's compensation rights and any claims of Claimant for racial and/or sexual harassment, retaliation for asserting said claims, failure to hire or rehire, or pregnancy discrimination. CLAIMANT REPRESENTS AND WARRANTS THAT: (1) THIS RELEASE IS EXECUTED FREELY AND VOLUNTARILY AND WITHOUT THREAT OR INDUCEMENT OF ANY KIND EXCEPT THE CONSIDERATION DESCRIBED AND REFERENCED ABOVE, (2) CLAIMANT HAS CONSULTED WITH WHOMSOEVER CLAIMANT WISHED AND TAKEN SUCH TIME AS CLAIMANT NEEDED; (3) CLAIMANT FULLY UNDERSTANDS THIS RELEASE, INCLUDING ITS FINAL AND BINDING EFFECT.

IN WITNESS WHEREOF, the undersigned individual has hereunto set his or her name and seal this ____ day of _____, ____.

Witnesses:

CLAIMANT

[Name]

Social Security No. _____
