



4. **Term of Consent Decree** - This Decree shall remain in effect for two (2) years after the effective date, as defined in paragraph 4. In the event the terms and obligations outlined in this Decree are not completed within two (2) years, the Parties shall meet and confer concerning all matters that are alleged to constitute noncompliance. The Commission reserves the right to file an enforcement action to extend the Decree for whatever period is necessary to allow Bay State to comply fully with the terms of this Decree.
5. **Compliance with Federal EEO Laws** - Nothing in this Decree shall be construed to limit or reduce Bay State's obligation to comply with the statutes enforced by EEOC: Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, 42 U.S.C. §2000e *et seq.*, Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, as amended, the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§621-633a, the Equal Pay Act ("EPA"), 29 U.S.C. §206(d) and the Genetic Information Nondiscrimination Act of 2008 ("GINA"), 42 U.S.C. § 2000f.
6. **Effect of Consent Decree** - This Decree fully and finally resolves claims asserted by the EEOC in the Complaint filed in this action styled *EEOC v. Bay State Milling Company*, Case No. 2:12-CIV-14439-Graham/Lynch (S.D.Fla.) which arose from EEOC Charge No. 510-2011-01901. The Parties acknowledge that this Decree does not resolve any Charges of Discrimination that may be pending with EEOC against Defendant other than the Charge referred to in this paragraph.
7. **Complete Consent Decree** - This Decree constitutes the complete understanding between the Parties with respect to the matters herein.
8. **Severability** - If one or more provisions of this Decree are rendered unlawful or unenforceable, the Parties shall attempt to agree upon what amendments to this Decree, if

any, are appropriate to effectuate the purposes of this Decree. In any event, the unaffected provisions will remain enforceable.

### **FINDINGS**

9. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:
  - a. This Court has jurisdiction over the subject matter of this action and the Parties;
  - b. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree;
  - c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of Charging Party, prospective claimants and the public interest are adequately protected by this Decree;
  - d. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Bay State.

***NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:***

### **INJUNCTIVE RELIEF**

10. Bay State, its officers, managers, employees, agents, partners, successors, and assigns, are enjoined from permitting, allowing, and/or encouraging its managerial staff and/or Human Resources department from considering age as a factor when making hiring decisions in violation of the ADEA.
11. Bay State, its officers, managers, employees, agents, partners, successors, and assigns, are enjoined from engaging in any form of retaliation against Gary Legore because he opposed practices made unlawful under the ADEA by filing a Charge of Discrimination,

testifying or participating in this investigation, proceeding, or hearing under the ADEA, or asserting any rights under this Decree.

**MONETARY RELIEF**

12. In settlement of this lawsuit, Bay State shall pay a total of \$80,185.66. This eighty thousand one hundred eighty five dollars and sixty six cents shall be the full and final amount Bay State shall pay to settle Legore's claim brought by the Commission in this lawsuit under EEOC Charge of Discrimination No. 510-2011-01901.

- a. \$40,092.83 will be designated as back wages. This payment shall be reduced only by any applicable deductions for the employee's portion of applicable federal, state and local income tax and social security withholdings related to the payment of employee's wages. In addition, Bay State will issue an IRS Form W-2, and shall be responsible for paying the employer's share of any federal, state and local, income taxes, and social security withholdings.
- b. \$40,092.83 will be designated as liquidated damages. Bay State is not required to withhold taxes or make any employer contributions for FICA with respect to this payment. Bay State will issue a Form 1099 to Legore for this amount.
- c. All payments described in this paragraph will be mailed via Certified Mail (Return Receipt) to the following address:

Gary Legore  
c/o Arthur Schofield, P.A.  
330 Clematis Street, Suite 207  
West Palm Beach, Florida 33401

13. If Bay State fails to tender payments as described in paragraph 12, above, then Bay State agrees that it shall also pay interest at the rate calculated pursuant to 31 U.S.C. Section

3717 until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of Bay State.

14. Copies of all payments made pursuant to paragraph 12, shall be forwarded to the attention of Robert E. Weisberg, Regional Attorney, c/o Bay State Milling Company Consent Decree, U.S. Equal Employment Opportunity Commission, Miami Tower, 100 S.E. 2<sup>nd</sup> Street, Suite 1500, Miami, Florida 33131.

#### **TRAINING OF WILLIAM RAIOLA**

15. Within thirty (30) calendar days from the Effective Date, Bay State is required to ensure that Raiola completes four (4) hours of training about the ADEA and age sensitivity training.
16. The trainings shall be conducted by an independent third party organization mutually agreed upon with the Commission prior to the submission this Decree to the Court for approval.

#### **TRAINING OF INTERVIEWING OFFICIALS AT INDIANTOWN FACILITY**

17. Bay State interviewing officials at the Indiantown facility involved in the interview process of prospective employees must complete a two (2) hour training on federal anti-discrimination laws, with special emphasis on the ADEA, within two (2) months of the effective date of this decree.
18. Bay State will certify to the Commission that each interviewing official has received the appropriate training in its report as described below.

#### **TRAINING OF HUMAN RESOURCES PERSONNEL**

19. Upon execution of this Decree, Bay State agrees that it shall provide four (4) hours of training for its Human Resources staff directly involved with the investigation of

Legore's case with specific emphasis on the investigation of discrimination and retaliation complaints.

20. The training shall be conducted by an independent third party organization mutually agreed upon with the Commission prior to the submission this Decree to the Court for approval.
21. The training shall take place within sixty (60) calendar days of the Effective Date of this Decree.
22. Bay State agrees that the Commission, at its discretion, may attend the training session occurring as a result of this Consent Decree. Bay State will provide the Commission with at least two (2) weeks' notice of the time, date, location. Bay State agrees to notify the Commission of any scheduling changes.
23. Within ten (10) days of the completion of the training session, Bay State will notify the Commission of the name and job title of each person who attended the training.
24. Bay State will provide the Commission with any and all pamphlets, brochures, outlines, or other written materials provided to the participants of the training sessions.

#### **NOTICE**

25. Within fourteen (14) calendar days of the Effective Date of this Decree, Bay State will post laminated copies of the Notice attached as Exhibit A to this Decree at its Indiantown facility.
26. Notices will be at least eleven (11) inches by fourteen (14) inches and will be laminated.
27. The Notices will be posted in a conspicuous location easily accessible to and commonly frequented by Bay State's employees. The Notice will remain posted for two (2) years from the Effective Date. Bay State will take all reasonable steps to ensure that the

posting is not altered, defaced or covered by any other material.

28. Bay State will certify to the Commission in writing within fourteen (14) calendar days of the Effective Date of this Decree that the Notice has been properly posted.

#### **MONITORING AND REPORTING**

29. Bay State will provide to the Commission the following written reports once annually for a period of two (2) years following the Effective Date of this Decree. The first report will be due by May 30, 2014 and thereafter on May 30, 2015. Each report shall contain:
- a. A description of each discrimination complaint made by an employee at the Indiantown facility, including the names, addresses and current telephone numbers of the complaining parties and any witnesses identified by the complaining party, and the resolution of such complaint;
  - b. A description of any and all actions Bay State took in response to each complaint and any written statements obtained or provided by the person bringing the complaint and/or provided by any witnesses;
  - c. A certification that the Notice required to be posted pursuant to paragraphs 25-28 of this Decree remained posted during the entire six (6) month period preceding the report.
30. Bay State will make all employees available to the Commission for interviews in connection with any information reported pursuant to paragraph 29(a) of this Decree, or for purposes of determining and/or monitoring Bay State's compliance with this Decree.
31. Any submissions, reports, certifications, notices, or other materials that are required to be submitted to the Commission shall be mailed to: Regional Attorney Robert E. Weisberg, Re: Bay State Milling Company Consent Decree, United States Equal Employment

Opportunity Commission, Miami Tower, 100 S.E. 2<sup>nd</sup> Street, Suite 1500, Miami, Florida 33131.

#### **NOTIFICATION OF SUCCESSORS**

32. Bay State shall provide prior written notice to any potential purchaser of all or part of its business, or to a purchaser of all or a portion of Bay State's assets, and/or and to any other potential successor, of the Commission's lawsuit, the allegations raised in the Commission's complaint and the existence and contents of this Decree, including exhibits.
33. Bay State will notify the Commission in writing, to the attention of EEOC Regional Attorney Robert E. Weisberg, of any transfer of ownership to successor of Bay State at least thirty (30) calendar days prior to transfer of ownership.

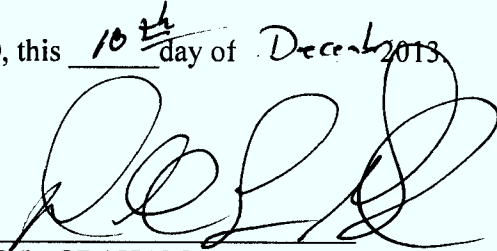
#### **COMPLIANCE AND DISPUTE RESOLUTION**

34. The parties expressly agree that if the Commission has reason to believe that Defendant has failed to comply with any provision of this Consent Decree, the Commission may bring an action before this Court to enforce the Decree. Prior to initiating such action, the Commission will notify Defendant and its legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the Commission believes Defendant has breached. Absent a showing that the delay will cause irreparable harm, Defendant shall have thirty (30) calendar days to attempt to resolve or cure the breach.
35. The parties agree to cooperate with each other and use their best efforts to resolve any dispute referenced in the EEOC notice.
36. After thirty (30) calendar days have passed with no resolution or agreement to extend the



time further, the Commission may petition this Court for resolution of the dispute. The Commission may seek all available relief, including an extension of the term of the Decree for such period of time as Defendant is shown to be in breach of the Decree.

SO ORDERED, ADJUDGED AND DECREED, this 10<sup>th</sup> day of December, 2013.

A handwritten signature in black ink, appearing to read 'D. L. Graham', written over a horizontal line.

DONALD L. GRAHAM  
UNITED STATES DISTRICT JUDGE

AGREED TO:  
FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

By: M C W J Date: 11/22/13

Robert E. Weisberg  
Regional Attorney  
U.S. Equal Employment Opportunity Commission -Miami District Office  
100 S.E. 2<sup>nd</sup> Street, Suite 1500  
Miami, Florida 33131  
Telephone: (305) 808-1789  
Facsimile: (305) 808-1835

AGREED TO:  
FOR DEFENDANT BAY STATE MILLING COMPANY

By: William H. Clary Date: 11/21/13

William G. Quibley  
Print Name

Vice President - Finance  
Title

As to form: Jennifer Schwartz

Jennifer Schwartz, Esq.  
Jackson Lewis LLP  
One Biscayne Tower  
Two South Biscayne Blvd., Suite 3500  
Miami, FL 33131  
Telephone: (305) 577-7600  
Facsimile: (305) 373-4466

**EXHIBIT A**

**NOTICE TO ALL BAY STATE EMPLOYEES IN INDIANTOWN, FLORIDA**

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in EEOC v. Bay State Milling Company, Case No.: 2:12-cv-14439-GRAHAM/LYNCH (S.D. Fla.). In this case, the Plaintiff, U.S. Equal Employment Opportunity Commission (the "Commission") alleged that Bay State Milling failed to hire an applicant based on his age in violation of the Age Discrimination in Employment Act ("ADEA").

Bay State will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, age discrimination by employees or management officials. It is the policy of Bay State to offer employment opportunities to all qualified employees and applicants, regardless of sex, race, color, religion, national origin, age, or disability. There will be no intentional discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA), Genetic Information Nondiscrimination Act of 2008 (GINA); or the Equal Pay Act (EPA) of 1963, or the Americans with Disabilities Act, as amended (ADA).

Bay State assures its employees that it will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC or government agencies. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Bay State's policies prohibiting discrimination and retaliation.

The Commission enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice may be directed to: Bay State Consent Decree, c/o Robert E. Weisberg, Regional Attorney, EEOC, Miami Tower, 100 S. E. 2<sup>nd</sup> St., Suite 1500, Miami, Florida 33131.

Date:

\_\_\_\_\_  
Owner  
Bay State Milling Company