

UNITED STATES DISTRICT COURT  
 DISTRICT OF NEW JERSEY

-----X	
EQUAL EMPLOYMENT OPPORTUNITY :	
COMMISSION, :	Civil Action No. 06-2371(JAP)
Plaintff, :	
v. :	
BED BATH & BEYOND, INC., :	
Defendant. :	
-----X	

RECEIVED  
 AUG 20 2007

AT 8:30  
 WILLIAM T. WALSH  
 CLERK

CONSENT DECREE

This cause of action was initiated on May 24, 2006 by the United States Equal Employment Opportunity Commission ("EEOC") alleging that Bed Bath & Beyond Inc. (captioned as Bed Bath & Beyond, Inc.) ("Defendant") engaged in unlawful employment practices on the basis of sex in violation of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.* ("Title VII"). In its complaint, EEOC alleged that Defendant discriminated against Charging Party Melody Lavernia ("Charging Party") by refusing to grant her modified work assignments during her pregnancy as it did for temporarily disabled employees, and by forcing Charging Party to take an involuntary leave of absence during her pregnancy.

This Decree shall not be construed as an admission by Defendant of any violation of Title VII or of any other laws, statutes, or regulations, which Defendant denies. EEOC and Defendant ("the Parties") have agreed to this Consent Decree to fully and finally resolve and settle all claims that were raised in Civil Action No. 06-2371(JAP), now pending in the United States

District Court of New Jersey ("the Civil Action") and in EEOC Charge No 171-2005-01125 (the "Charge") and to end litigation in this matter.

This Decree resolves all matters related to the Civil Action, and the Parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Consent Decree, and approved or ordered by the Court.

In consideration of the promises, agreements and consideration contained herein, the sufficiency which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves all of the issues raised by the Charge and the Civil Action. This Decree in no way affects EEOC's right to process any future charges that may be filed against Defendant, including a charge filed by a member of the Commission, and to commence civil actions on any such charges.
2. The Parties agree that this Court has jurisdiction over the subject matter of this action and of the Parties, for the duration of this Decree, that venue is proper, and that all administrative prerequisites have been met.
3. No Party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of any Party to bring an enforcement suit upon breach of any of the terms of this Decree by any other Party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that Defendant fails to perform any of the promises and representations contained herein.

4. Defendant is enjoined from discriminating against any pregnant individual because of that person's sex or pregnancy by failing to accommodate temporary disabilities of pregnant employees in the same manner as temporary disabilities of similarly situated non-pregnant employees.
5. Defendant shall not retaliate against any individual because such individual asserted his or her rights under Title VII, engaged in protected activity or participated in the investigation of this matter in any way.
6. Within ten (10) business days after the entry of this Decree and receipt of a fully-executed Release from Charging Party and the required tax forms, Defendant shall pay the total sum of \$49,000 to Charging Party, which shall include \$19,000 for back pay and \$30,000 for compensatory damages, less all required deductions and withholdings. Defendant shall issue to Charging Party an Internal Revenue Service ("IRS") Form W2 for the back pay amount, and an IRS Form 1099 for the compensatory damages amount. The checks will be mailed to Charging Party at her residence by certified mail, return receipt requested. Bed Bath & Beyond will mail a photocopy of the checks to EEOC's counsel, Adela Santos, Trial Attorney, EEOC New York District Office, 33 Whitehall Street, 5<sup>th</sup> Floor, New York, NY, 10004-2112, within ten (10) days of the date of mailing of the checks to the Charging Party.
7. Defendant shall assure EEOC, within ten (10) days after the date of entry of this Decree, that EEOC's poster shall be maintained and remain posted in conspicuous places where employee notices are normally posted and visually accessible to employees in Defendant's stores in the Region in which Charging Party worked. Applicants for employment in Defendant's stores in the Region in which Charging Party worked shall

be apprised of the content of the EEOC's poster either by (1) the EEOC poster's maintenance and posting in conspicuous places visually accessible to such applicants, or (2) provision of the content of the EEOC's poster to such applicants as an attachment to their employment application materials.

8. Within fifteen (15) days after the entry of this Decree, Defendant shall post and maintain the remedial notice, attached as Exhibit A, in conspicuous places where employee notices are normally posted and visually accessible to employees in Defendant's stores in the Region in which Charging Party worked. A list of the stores in the Region is attached as Exhibit C.
9. Defendant will provide a minimum of three (3) hours of training, which may include interactive training, in federal laws prohibiting discrimination in employment, including on the basis of sex, including pregnancy and granting accommodations to pregnant employees temporarily disabled. This training will be provided to (A) the Regional Manager, Human Resources Managers, and Human Resources employees in the Region in which Charging Party worked, and (B) the District Manager and Store Managers in the District in which Charging Party worked. The training will be conducted (A) within sixty (60) days after the EEOC's approval of the training materials and vendor to be used, and (B) once each calendar year thereafter for the duration of this Decree. Defendant agrees to provide EEOC with copies of all agendas for the training described in this paragraph.
10. Within sixty (60) days of an employee's hire or transfer as set forth in the second sentence of this paragraph, Defendant will provide approximately one (1) hour of training in federal laws prohibiting discrimination in employment. This training will be provided to each employee hired or transferred into the following positions, but only if that

employee was not provided training pursuant to Paragraph 9 of this Consent Decree within the one (1) year immediately preceding such hire or transfer: (A) the Regional Manager, Human Resources Managers, and Human Resources employees in the Region in which Charging Party worked, and (B) the District Manager and Store Managers in the District in which Charging Party worked. The training will be conducted using web-based program(s) prepared by WeComply, Inc. Defendant agrees to provide EEOC with copies of all agendas for the training described in this paragraph. Employees provided training pursuant to this paragraph will subsequently be provided annual training as set forth in Paragraph 9 of this Consent Decree.

11. Within twenty (20) days of the completion of each training program described above in paragraphs 9 and 10 of this Consent Decree, Defendant will forward to EEOC a copy of each attendance sheet for each program showing the employees who attended and for what time periods.
12. Defendant will continue to maintain anti-discrimination policies, including anti-retaliation provisions and complaint procedures which are compliant with Title VII, in the revised format attached hereto as Exhibit B, which has been reviewed by EEOC.
13. Defendant agrees to provide a copy of Exhibit B (if it has not already provided one) to each employee within the Region in which Charging Party worked, within thirty (30) days of the entry of this Decree or, if hired after that date, within thirty (30) days of his or her date of hire.
14. Defendant agrees that EEOC may monitor Defendant's compliance with this Consent Decree within the Region in which Charging Party worked, for the duration of this Decree, by inspection of Defendant's premises and records, as well as by interviewing

witnesses and employees. Upon reasonable advance notice by the Commission, Defendant shall make employees available for interviews, and shall make any records available, for inspection and/or copying, which reasonably relate to monitoring compliance within the Region in which Charging Party worked.

15. Each party shall bear its own attorney fees and costs incurred in this action.
16. This Decree constitutes the complete understanding between the Parties hereto. No other promises or agreements shall be binding unless agreed to in writing and signed by the Parties. No waiver, modification or amendment or any provision of the Consent Decree shall be effective unless made in writing, approved by all Parties to this Decree and approved by the Court or ordered by the Court.
17. This Decree will remain in effect for a period of three (3) years from the date of entry by the Court.

Dated: New York, New York

August 16, 2007

Dated: Newark, New Jersey

August 10, 2007

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

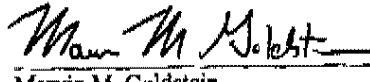


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Regional Attorney

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BED BATH & BEYOND



Marvin M. Goldstein  
Proskauer Rose LLP  
One Newark Center, 18<sup>th</sup> Floor  
Newark, NJ 07102

Attorney for Defendant

SO ORDERED the 20 day of Aug., 2007:

  
HONORABLE JOEL A. PISANO  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A

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NOTICE TO EMPLOYEES OF BED BATH & BEYOND INC.

1. This NOTICE to employees of BED BATH & BEYOND INC. is being posted and provided as part of a Consent Decree between BED BATH & BEYOND and the U.S. Equal Employment Opportunity Commission ("EEOC").

2. Federal law and this Consent Decree require that there be no discrimination against any employee or applicant for employment because of sex, including pregnancy. They also require that there be no retaliation against any employee or applicant who made a complaint of discrimination because of sex, race, national origin, color or religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment, or who otherwise opposed such discrimination.

3. BED BATH & BEYOND will comply with Federal law in all aspects, and it will not take any action against employees because they have acted on those rights under the law by filing charges with the EEOC or by otherwise complaining of or opposing employment practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

4. The EEOC maintains offices throughout the United States, including in Newark, New Jersey, and New York, NY. Its New Jersey Area Office is located at:

Equal Employment Opportunity Commission  
New Jersey Area Office  
1 Newark Center, 21st Floor  
Newark, NJ 07102-5233  
Telephone: (973) 645-6383  
Toll Free: (800) 669-4000  
TTY: (973) 645-3004  
FAX: (973) 645-4524

5. This NOTICE will remain posted until \_\_\_\_\_, 2010.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: BED BATH & BEYOND

\_\_\_\_\_  
NAME

# EXHIBIT B

### **OUR DOOR IS ALWAYS OPEN**

Bed Bath & Beyond respects every associate as an individual and makes every effort to see that each associate is content in his/her work relationships. All work related problems should be discussed with your direct supervisor or Store Manager. Although initial discussions should be held with your direct supervisor, if the situation cannot be resolved at this level, or circumstances require otherwise, you should feel free to speak to the next in the chain of command, a Human Resources representative, or even to a Vice President or to the President of our company, if necessary.

Your opinions and point of view matter. Any suggestions or new ideas are always welcome. Some of our best and most successful categories and programs have come from the minds and experience of associates like you. If you have an idea, share it!

### **BED BATH & BEYOND'S COMMITMENT TO EQUAL OPPORTUNITY AND DIVERSITY**

First and foremost, Bed Bath & Beyond's goal has always been customer satisfaction. It is a commitment we make to our customers: to treat them with fairness and respect, to provide maximum assistance from associates who understand the product, and to present merchandise that customers are looking for in an exciting and friendly environment.

We celebrate diversity and believe that our diverse workforce contributes to the strong bond our associates have with our customers. We also believe that our commitment to diversity and the outstanding opportunities for professional and personal growth we offer to all associates, regardless of background, contribute to the extraordinary high associate retention rate that we have long enjoyed.

Employment at Bed Bath & Beyond is based solely on job-related qualifications: we recruit, hire, train, promote and compensate our associates and provide all other conditions of employment including company sponsored events without regard to race, color, creed, religion, national origin, age, sex, marital status, lawful alien status, sexual orientation, physical or mental disability, citizenship status, veteran status or any other basis prohibited by applicable law. Employment actions are based upon our operating needs and individual associate or applicant merit, including but not limited to: qualifications, experience, ability, availability, cooperation and job performance.

Bed Bath & Beyond is also committed to maintaining a working environment completely free from harassment, unlawful discrimination, or intimidation of any kind. Bed Bath & Beyond has policies and procedures in place to prevent such conduct and enable associates to report such conduct so that it can be promptly and fairly addressed. Appropriate disciplinary action will be taken against any associate who harasses or unlawfully discriminates in violation of this policy.

The Vice President of Human Resources, with the full support of the President, is responsible for ensuring that all practices relating to employment matters are in keeping with the Company's philosophy on diversity and equal opportunity.

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Today, our thousands of associates throughout the country truly reflect a diverse community of individuals who have joined together in one common goal: to satisfy our customer. We remain committed to maintaining a diverse workforce that will help us continue our remarkable success well into the future, because when our associates take an active role in making their work location a better place to work and for our customers to shop, everyone benefits.

Any questions regarding this, or any other employment related policy statement, can be directed to any Human Resources representative.

#### **MUTUAL RESPECT/ANTI-HARASSMENT**

One way all our associates can take an active role in making their work location a better place to work is to respect their fellow associates. This is very important. Bed Bath & Beyond has zero tolerance for any form of harassment or unlawful discrimination. Most of the policies relating to workplace issues revolve around this idea of mutual respect. Sometimes old advice is still the best advice: treat others the way you would want them to treat you.

#### **A. ALL FORMS OF HARASSMENT AND UNLAWFUL DISCRIMINATION PROHIBITED**

Bed Bath & Beyond strictly prohibits any form of harassment or unlawful discrimination. All associates (whether management or non-management), vendors, customers or applicants for employment are expected to avoid any behavior or conduct toward any other co-associate, customer, vendor or applicant for employment that could be interpreted as harassment or unlawful discrimination.

Harassment includes, but is not limited to, acts of hostility, threats, intimidation and assaults to any fellow associate at or away from the workplace, or to any vendor, customer or applicant for employment, and can be physical, emotional or verbal.

Harassment may also include making inappropriate jokes, comments, epithets or slurs, or display or circulation in the workplace of written graphic material, or engaging in other inappropriate behavior toward a person, because of race, color, creed, religion, national origin, age, sex, marital status, lawful alien status, sexual orientation, physical or mental disability, citizenship status, veteran status or any other status or characteristic protected by applicable law.

Any associate who feels that he or she has been a victim of harassment or unlawful discrimination or observes such conduct in the work place, should contact his or her Human Resources representative or the manager of the facility in which the associate is employed. If the associate believes that the foregoing persons are involved in the conduct or discrimination, the associate may also contact Corporate Human Resources located at 650 Liberty Avenue, Union, New Jersey 07083, phone number: (908) 688-0888 or The Network at 1-800-241-3689.

Bed Bath & Beyond is committed to maintaining a work place environment free from all types of harassment or unlawful discriminatory conduct. Therefore, the prompt reporting of any such

conduct is essential for Bed Bath & Beyond to eliminate such discrimination in the work place.

All complaints will be thoroughly investigated. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. If the complaint is found to have merit, appropriate corrective action will be implemented. If the investigation finds that no violation has occurred, all the material parties will be so notified. There will be no retaliation against any associate who files a complaint or participates in its investigation.

The Company will attempt to keep all complaints confidential. However, this may not be possible in all instances. Nevertheless, the Company will make its best efforts to keep complaints as confidential as possible.

If any associate believes that his or her complaint has not been satisfactorily resolved by the Company, the associate may file a complaint with the Equal Employment Opportunity Commission, the Division of Fair Employment and Housing (DFEH), or the Fair Employment and Housing Commission (FEHC), or any other equivalent State or Federal agency.

Bed Bath & Beyond has a zero tolerance for harassment or unlawful discrimination. Bed Bath & Beyond considers such conduct to be a serious offense. Depending on the nature and severity of the conduct, the offender may also be subject to civil and criminal penalties aside from the Company's disciplinary action which could be up to and including termination of employment. Therefore, associates who are found to have engaged in harassment or unlawful discrimination and managers who either do not report a complaint of harassment or unlawful discrimination made to him or her or who observe what he or she believes to be harassment or unlawful discrimination against another associate and do not report such conduct to an appropriate individual will be subject to disciplinary action, up to and including termination of employment.

# EXHIBIT C

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## NYC Region Store Locations

Store #	Store Name	Address
1	Springfield	715 Morris Turnpike Springfield, NJ 07081
7	Lawrenceville	101-B Mercar Mall, 3371 US Highway 1 Lawrenceville, NJ 08648
42	New York	620 6th Avenue New York, NY 10011
115	Edgewater	Edgewater Commons, 489 River Rd. Edgewater, NJ 07020
150	East Hanover	180 Route 10 West East Hanover, NJ 07936
160	Woodbridge	I Ronson Road Iselin, NJ 08830
224	Brick	51 Chambersbridge Road Brick, NJ 08723
252	Bridgewater	155 Promenade Boulevard Bridgewater, NJ 08807
258	Elizabeth	Jersey Gardens Mall, 651 Kapkowski Road Elizabeth, NJ 07201
268	Eatontown	92 Route 36 Eatontown, NJ 07724
289	Middletown	1515 Route 35 North Middletown, NJ 07748
303	Watchung	1511 U.S. Highway 22, Suite 6 Watchung, NJ 07069
316	North Brunswick	871 Route 1 South North Brunswick, NJ 08902
361	61st Street	410 East 61st Street New York, NY 10021
389	Mays Landing	190 Hamilton Commons Mays Landing, NJ 08330
423	Mt Olive	30 International Drive, Suite 1 Flanders, NJ 07836
477	Route 46	545 Route 46 Totowa, NJ 07512
534	Manalapan	#9 US Route Nine South Manalapan, NJ 07726
566	Lincoln Square	1932 Broadway New York, NY 10023
616	Newton	27A Route 205 Newton, NJ 07860
627	Jersey City	400 Luis Munoz Marin Blvd. Jersey City, NJ 07302
650	Port Jersey	100 Industrial Drive Jersey City, NJ 07305
755	Parsippany	790 Route 46 Parsippany, NJ 07054
842	Howell	4075 Route 9 Howell, NJ 07731

1017	Rockaway	202 Enterprise Drive Rockaway, NJ 07866
1038	Butler	1160 Route 23 North Kinnelon, NJ 07405
1040	Manahawkin	205 Route 72 West Manahawkin, NJ 08050
1079	Matawan	Aberdeen Plaza, 1121 Highway 34 Suite A Aberdeen, NJ 07747
1081	Rio Grande	Grande Shopping Center, 3201 Route 9 South Unit B Rio Grande, NJ 08242
1098	Clifton	404 Route 3 West Clifton, NJ 07013