

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

_____)
EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
FOODSCIENCE CORPORATION,)
)
Defendant.)
_____)

CIVIL ACTION NO.
02:00-CV-322

CONSENT DECREE

The parties to this Consent Decree are plaintiff Equal Employment Opportunity Commission (hereafter "EEOC"), and defendant FoodScience Corporation (hereafter "FoodScience").

The EEOC brought this action on September 13, 2000, pursuant to the Equal Pay Act of 1963 (the "EPA"), Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), and Title I of the Civil Rights Act of 1991 (the "Civil Rights Act"). The EEOC alleged that FoodScience had discriminated against female production workers and a female manager by paying them lower wages than men for work of equal skill, effort, and responsibility.

The EEOC and FoodScience (hereinafter "the parties") desire to compromise and settle the differences embodied in the aforementioned lawsuit, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the EEOC and FoodScience and its successors or assigns. This

Decree resolves all matters related to Civil Action No. 02:00-CV-322, filed in the United States District Court for the District of Vermont. The parties have agreed that this Decree may be entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court. The parties agree that it is in their mutual interest to resolve fully this matter without the costs, uncertainty, expense, and delay of litigation.

The parties agree that this Consent Decree constitutes the complete agreement between the EEOC and FoodScience. 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.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues concerning alleged wage discrimination by FoodScience through the date of this Consent Decree which were raised or could have been raised in the Complaint filed by the EEOC in this case. This Consent Decree also resolves all issues that were raised or could have been raised in the Charges filed by Gretchen Berger (Charge #16K990043) and Vickey Sibley (Charge #16KA00098) with the EEOC.

This resolution is based upon FoodScience's representations that none of its current female production employees is receiving a wage less than a man for performing a job of equal skill, effort, and responsibility, as defined by the job categories listed in paragraph 13 below.

2. The parties agree that this Court has jurisdiction over the subject matter of this action and the parties to this action, that venue is proper, and that all administrative prerequisites have been met.

3. The parties agree that this Consent Decree does not constitute an admission by FoodScience of any violation of the EPA, Title VII, or the Civil Rights Act.

4. FoodScience, its managers, officers, agents, successors, and assigns agree that they will comply with all of the requirements and prohibitions of the EPA, Title VII, and the Civil Rights Act.

5. FoodScience, its managers, officers, agents, successors, and assigns agree that they will not retaliate against any employee for exercising his or her rights under the EPA, Title VII, and the Civil Rights Act.

6. FoodScience agrees that within ten (10) days of the execution of this Consent Decree (hereafter "Execution Date"), it shall pay a total of Twelve thousand, three hundred and forty-two dollars and zero cents (\$12,342.00), less lawful deductions, to the following individuals as follows:

- a. Amy Larocque - \$2,086.00;
- b. Gretchen Berger - \$2,500.00 (\$2,320 of which is non-wage income and will be reported by FoodScience on a Form 1099);
- c. Anita Chaplin - \$600.00;
- d. Mary Mossey - \$168.00;
- e. Laurie Roberge - \$558.00;
- f. Vickey Sibley - \$930.00; and
- g. Audrey Huante - \$5,500.00.

7. FoodScience shall mail checks, less lawful deductions, for the above amounts to the above-named individuals by certified mail, return receipt requested, to their last known addresses. FoodScience shall simultaneously deliver copies of said checks to the EEOC by certified mail, and copies of the return receipts when received by FoodScience. If the checks are returned as undeliverable because the addressee refused to sign, FoodScience shall re-send the checks by regular mail. If the checks are undeliverable because the addressee has moved and left no forwarding address, FoodScience shall inform the EEOC and the EEOC shall work with FoodScience to supply Food Science with a new address.

8. EEOC acknowledges payments by FoodScience totalling \$1,822.47 made after the commencement of the litigation to the following individuals in the following amounts:

- a. Amy Larocque - \$656.42;

b. Christine Lamore - \$524.18; and

c. Mary Bowler - \$641.87

9. FoodScience agrees to conduct a two (2) hour training session for all employees with wage-setting authority on the requirements of the Equal Pay Act and Title VII concerning discrimination in pay and benefits. The training session will be completed within sixty (60) days of the Execution Date. A copy of the attendance sheet from the training session will be forwarded to the EEOC within ten (10) days after its completion. Such training shall also be provided all individuals hired within the term of the Consent Decree who will have wage-setting authority.

10. The curriculum of such training shall, at a minimum, track "Section 10: Compensation Discrimination" of the EEOC's new compliance manual, which is available at www.eeoc.gov, and that Section shall be distributed to all attendees.

11. FoodScience agrees to post and keep posted at a conspicuous and well-lit location within each and every facility within its control the notice attached hereto as "Exhibit A" on its letter head. The notice shall remain posted for the duration of the Consent Decree.

12. EEOC shall retain the right to monitor FoodScience's compliance with the terms of this Consent Decree until its expiration. Within fifteen days of the six, twelve, eighteen, and twenty-four month anniversaries of the Execution Date, FoodScience shall provide the EEOC with the following: a list of

all employees who are or who have performed any of the jobs/job functions in paragraph 13 since the Execution Date, along with their wage history; each employee's date of hire, date of termination, and date(s) of promotion, if any; and each employee's job title(s)/job functions. Additional monitoring may also include, but is not necessarily limited to, the following: the inspection of documents, site visits, and interviews.

13. EEOC acknowledges that for the purposes of this monitoring, and based upon representations by FoodScience, there are currently three types of production jobs of unequal "skill, effort, and responsibility." These jobs are, in descending order of "skill, effort, and responsibility," as follows:

- a. Machine Operator;
- b. Machine Labeler; and
- c. TB4 Operator, Machine Room Helper, or Hand Labeler.

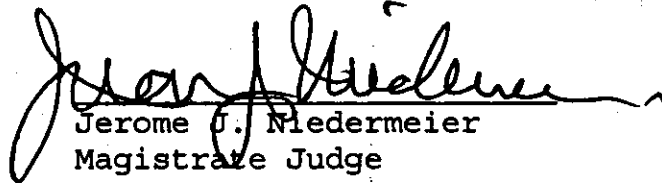
14. No party shall contest the jurisdiction of the federal court to enforce this Consent Decree and its terms or the right of any party to this Consent Decree to bring an enforcement suit upon breach of any of the terms of this Consent Decree by any party. Breach of any terms of this Consent Decree shall be deemed a substantive breach of this Consent Decree. Nothing in this Consent Decree shall be construed to preclude the EEOC from bringing proceedings to enforce this Consent Decree in the event that FoodScience fails to perform the promises and representations contained herein.

15. The parties agree to pay their own costs and attorneys fees associated with this action.

16. This Consent Decree shall remain in effect for two years from the date it is approved by the Court.

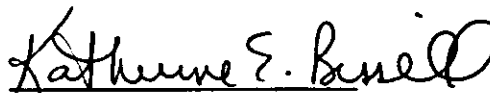
17. This Consent Decree shall be binding upon FoodScience's purchasers, successors, and assigns.

SO ORDERED, ADJUDGED AND DECREED this 3/rd day of MAY, 2001

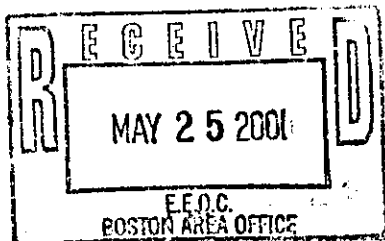

Jerome J. Niedermeier
Magistrate Judge

AGREED TO IN FORM AND CONTENT:

FOR THE PLAINTIFF EEOC:


Katherine Bissell
Regional Attorney
Equal Employment Opportunity Commission
7 World Trade Center
New York, NY 10048
(212) 748-8500

Markus L. Penzel
Trial Attorney
EEOC/Boston Area Office
JFK Federal Building Rm 475
Boston, MA 02203-0506
(617) 565-3193



FOR THE DEFENDANT FOODSCIENCE:

Patricia Sabalis
Patricia Sabalis, Esq.
Downs Rachlin & Martin, PLLC
199 Main St.
P.O. Box 190
Burlington, VT 05402-0190
(802) 863-2375

AGREED TO IN FORM AND CONTENT:

Gretchen Berger
Gretchen Berger

Vickey Sibley
Vickey Sibley

Teresa R. Biernacki-Paray
Commission expires 2/10/02

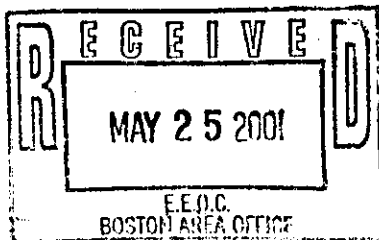


EXHIBIT A

NOTICE TO PRODUCTION WORKERS

1. This notice is being posted as part of an agreement pursuant to a Consent Decree between the U.S. Equal Employment Opportunity Commission ("EEOC") and FoodScience Corporation in the case: EEOC v. FoodScience Corporation, Civil Action No. 02:00-CV-322.
2. The parties agree that it was in their mutual interest to fully resolve this matter without the costs, uncertainty, expense and delay of litigation.
3. Federal law, the Equal Pay Act and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of sex in wages and benefits.
4. In the above-referenced case, the EEOC alleged that FoodScience had discriminated against female production workers by paying them lower wages than men for work of equal skill, effort, and responsibility. FoodScience denied these allegations. Under the Consent Decree, under which FoodScience did not admit to liability, FoodScience pays the total sum of twelve thousand, three hundred forty-two dollars (\$12,342.00).
5. FoodScience agrees that wages for production workers shall comply with the requirements of the EPA and Title VII.
6. The U.S. Equal Employment Opportunity Commission maintains offices throughout the United States, including Boston, MA. Its Boston Area Office is located at:

U.S. Equal Employment Opportunity Commission
 Boston Area Office
 JFK Federal Building, Room 475
 Boston, MA 02203-0506
 Telephone: (617) 565-3200

7. This NOTICE shall remain posted for two years after the execution date of the Consent Decree in this matter, until the ___ day of _____, 2003.

Signed this _____ day of _____, 2001

By:

 Dale Metz, President and CEO
 FoodScience Corporation

