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Judge Christine M. Arguello

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EEOC and Hoffman et al. v. Outback Steakhouse of Florida, LLC and OS Restaurant Services, LLC

Keywords

EEOC, Albert Hoffman, Heather Joffe, Jennifer Turner-Rieger, Outback Steakhouse of Florida, LLC and OS Restaurant Services, LLC, 06-cv-01935-CMA-KLM, Disparate Treatment, Sexual Harassment, Assignment, Promotion, Sexual Harassment, Terms and Conditions, Training/Advancement, Sex, Female, Service, Employment Law, Title VII

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 06-cv-01935-CMA-KLM

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

and

ALBERT HOFFMAN, as Trustee for the Estate of Debtors Kelly and David Altizer,
HEATHER JOFFE, and JENNIFER TURNER-RIEGER,

Plaintiff/Intervenors,

v.

OUTBACK STEAKHOUSE OF FLORIDA, LLC (formerly Outback Steakhouse of Florida,
Inc.) and
OS RESTAURANT SERVICES, LLC (formerly OS Restaurant Services, Inc.),

Defendants.

CONSENT DECREE

TABLE OF CONTENTS

	Page
I. RECITALS	1
II. JURISDICTION	3
III. DEFINITIONS.....	4
IV. GENERAL PROVISIONS	7
V. CLAIMS RESOLVED AND EFFECT OF CONSENT DECREE	10
VI. AFFIRMATIVE RELIEF	12
VII. MONETARY RELIEF FOR INTERVENORS, CHARGING PARTIES, AND CLASS MEMBERS.....	34
VIII. REPORTING AND RECORD KEEPING.....	47
IX. ENFORCEMENT OF CONSENT DECREE.....	56
X. MISCELLANEOUS PROVISIONS.....	58
XI. SIGNATURES.....	59
EXHIBIT A - INDIVIDUALS WHO FILED CHARGES OF DISCRIMINATION	61
EXHIBIT B - INTERVENOR RELEASE	62
EXHIBIT C - CLASS A – TITLE VII GENDER FAILURE-TO-PROMOTE CLAIMS	63
EXHIBIT D - CLASS B – TITLE VII GENDER CLAIMS	64
EXHIBIT E - RELEASE FOR CHARGING PARTIES	65
EXHIBIT F - NOTICE TO EMPLOYEES	66
EXHIBIT G - LETTERS OF REFERENCE	67

I. RECITALS

1. This civil action was instituted by Plaintiff, the Equal Employment Opportunity Commission (“EEOC”), an agency of the United States, alleging that Defendants Outback Steakhouse of Florida, LLC (formerly Outback Steakhouse of Florida, Inc.) and OS Restaurant Services, LLC (formerly OS Restaurant Services, Inc.) (hereinafter collectively referred to as “Outback”) engaged in a pattern or practice of unlawful discrimination based on sex (including, but not limited to, gender discrimination in promotions, and sex harassment), in violation of Section 703(a) of Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, 42 U.S.C. § 2000e-2(a). In the action, the EEOC alleged that Outback (a) engaged in a pattern or practice of discriminating against women by failing to hire and promote women in management positions; and (b) engaged in a pattern or practice of discriminating against women in terms and conditions of employment, including without limitation providing women less favorable job assignments, less training opportunities, and less opportunity for advancement. Outback filed an Answer to the EEOC’s Complaint, denying the allegations. On November 2, 2006, this Court granted Outback’s motion to dismiss the nationwide claims and limited the action to a three-state region including Colorado, Wyoming, and Montana (hereinafter referred to as “Region 47”). On December 20, 2007, EEOC Commissioner Leslie Silverman also filed a charge of discrimination against Outback (Charge No. 540-2008-01021) (hereinafter “Commissioner’s Charge”), alleging nationwide gender discrimination.

2. Jennifer Turner-Rieger, Heather Joffe, and Kelly Altizer are intervenors in the EEOC's action. The Court initially dismissed Kelly Altizer as an intervenor but permitted Albert Hoffman to intervene as bankruptcy trustee for the Estate of Debtors Kelly and David Altizer. Altizer has filed a motion for reconsideration regarding the decision dismissing her as a party. On August 20, 2008, the Court clarified that its order dismissing Intervenor Altizer was limited to her monetary claims and that her claims for injunctive relief, including reinstatement and attorneys' fees, survive. Turner-Rieger, Joffe, Altizer and Hoffman are hereafter referred to as "Intervenors."
3. The Parties (defined in Section III, below), desiring to settle this action by an appropriate Consent Decree, agree to the jurisdiction of this Court over the Parties and the subject matter of this action, and agree to the power of this Court to enter this Consent Decree enforceable against Outback.
4. The Parties agree that settlement of these matters without further protracted, expensive, and unnecessary litigation is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving this civil action, the Commissioner's Charge, and the Charges of Discrimination identified in Exhibit A, attached hereto and filed under seal. Accordingly, the Parties agree to the entry of this Consent Decree without trial or further adjudication of any issues of fact or law. By entering into this Consent Decree, Outback denies and does not admit, either expressly or implicitly, that it has violated any federal, state, or local law, or that it has any liability in this civil action, the Commissioner's Charge, or the Charges of Discrimination in Exhibit A. Outback maintains and has maintained that it provides equal employment opportunities for all

employees and applicants, and has entered into this Consent Decree to avoid the disruption, costs, delay, and expense of litigation.

5. This Court, having carefully examined the terms and provisions of this Consent Decree and based on the pleadings on the record in this action, finds that the terms of this Consent Decree are adequate, fair, and reasonable, that the Consent Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person or any party, and that approval of this Consent Decree will further the objectives of Title VII. Accordingly, this Consent Decree is final and binding upon the Parties as to the issues resolved, as well as upon their successors and assigns.
6. The Parties and their counsel have entered into this Consent Decree with the hope and expectation that Outback will enjoy, for many years to come, a strong and mutually *beneficial relationship* with all its employees, including its female employees.

It is therefore ORDERED, ADJUDGED, and DECREED as follows:

II. JURISDICTION

7. The Court has jurisdiction over the Parties and the subject matter of this action. The EEOC's Amended Complaint and Intervenors' Complaints in Intervention assert claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Consent Decree against Outback. The Court shall retain jurisdiction of this action for the duration of the Consent Decree for the purposes of entering all orders, judgments and Consent Decrees which may be necessary to implement the relief provided herein.

III. DEFINITIONS

8. The following terms, when used in this Consent Decree, shall have the following meanings as set forth below. All terms defined in the singular shall have the same meaning when used in the plural, and all terms defined in the plural shall have the same meaning when used in the singular.
- A. **“Charging Parties”** – Women identified in Exhibit A, attached hereto and filed under seal, who have charges of discrimination against Outback pending before the EEOC, alleging gender discrimination, sexual harassment, or retaliation for complaining about gender discrimination or sexual harassment.
 - B. **“Claimant”** – Individuals who file claims under the Class Monetary Relief provisions of this Consent Decree.
 - C. **“Claim Form Deadline”** – The date by which a Claimant must submit a claim form.
 - D. **“Class Member”** – A Claimant, as defined in Paragraph 8(B) above, determined to be eligible for a Monetary Award under this Consent Decree.
 - E. **“Complaint of Discrimination, Harassment, or Retaliation”** - A complaint of discrimination, harassment, or retaliation, shall be any oral or written complaint, which comes to the attention of a Key, AKM, Tech, or Management Employee and makes allegations which are appreciated by the recipient of the complaint as an allegation of gender discrimination, sex harassment, or retaliation. For example, a female employee who complains about inappropriate sexual comments that she finds offensive and unwelcome has made a complaint which is

appreciated to be an allegation of harassment, regardless of whether the employee complains in writing or expressly uses the terms “discrimination” or “harassment.” Similarly, a female employee who complains that she feels she is not being promoted because she is a woman has made a complaint of discrimination, regardless of whether she complained in writing or expressly used the terms “discrimination” or “harassment” or “because I am a woman.” By contrast, a complaint by a female employee that she was unfairly denied overtime or unfairly denied a promotion may not be appreciated as an allegation of discrimination, unless the employee articulates that she believes she is being treated differently than a male employee, or unless other circumstances, such as previous complaints of discrimination, exist which cause the recipient of the complaint to realize the employee is complaining about discrimination.

- F. **“Consultant”** – An independent consultant jointly selected by the EEOC and Outback, with duties as set forth in Paragraph 28, below.
- G. **“Corporate Level Employees”** – Those persons employed by Outback as President, Senior or Vice President of Operations, Regional Vice President of Operations and Vice President of Training, and those persons employed by Outback’s parent company, OSI Restaurant Partners, LLC (“OSI”) as Vice President of People and Vice President of Talent Acquisition and Inclusion.
- H. **“EEO”** - The term “EEO” shall refer to the phrase “equal employment opportunity.”

- I. “Effective Date”** - The Effective Date of this Consent Decree is the date on which the Court gives final approval to the Consent Decree, after hearing, if required.
- J. “Final Distribution List”** – The list of Class Members and the amount of each such Class Member’s Monetary Award.
- K. “Home Office”** - Outback’s corporate headquarters currently located at 2202 N. West Shore Blvd., Suite 500, Tampa, FL 33607.
- L. “JVP”** - The term “JVP” refers to the management position within the Outback organization known as “Joint Venture Partner”.
- M. “Key and AKM”** - “Key and AKM” refers to the supervisory, non-management positions of Key Employee and Assistant Kitchen Manager.
- N. “Management Employees”** - Any person holding the positions of Joint Venture Partner, Regional Vice President, Managing Partner (also known as Proprietor), Manager or Kitchen Manager. The term “Management Employee positions within the restaurants” means Managing Partner, Manager and Kitchen Manager.
- O. “MIT Program”** – Outback’s Manager in Training (“MIT”) program for training managers and kitchen managers.
- P. “Monetary Award”** – The settlement amount which the Administrator and EEOC determine will be paid to a particular Class Member.
- Q. “Parties”** - The Parties to this Consent Decree are Plaintiff, U.S. Equal Employment Opportunity Commission (“EEOC”), Intervenors Jennifer Turner Rieger, Heather Joffe, Kelly Altizer and Albert Hoffman as Trustee for the Estate

of Debtors Kelly and David Altizer (“Intervenors”), and Outback Steakhouse of Florida, LLC and OS Restaurant Services, LLC f/k/a OS Restaurant Services, Inc. (“Outback”).

- R. **“Region”** – The geographical area for which a Joint Venture Partner is responsible.
- S. **“Settlement Administrator”** – The agent, company, or individual retained to carry out the functions necessary to administer and distribute the Class Settlement Fund, as more specifically provided in Paragraph 36, below.
- T. **“Techs”** - Those persons employed in the positions of Service Tech or Food Tech.

IV. GENERAL PROVISIONS

- 9. **Scope** - This Consent Decree covers all of Outback’s corporately-owned Outback Steakhouse restaurants within the United States, which shall include all Outback Steakhouse restaurants owned by partnerships of which an Outback-affiliated corporation is a general partner, including those that have ceased operations prior to the Effective Date of this Consent Decree and those that cease operations prior to the expiration of this Consent Decree.
- 10. **Term of Consent Decree** - This Consent Decree shall remain in effect for four (4) years subsequent to the Effective Date, except, however, for the provisions relevant to the Consultant, which shall terminate after the Consultant’s report on the fourth semi-annual report of Registry data, if the Consultant determines that Outback is in Compliance with the terms of this Consent Decree (as Compliance is defined in this Paragraph 10). The

Consultant shall determine whether Outback is in Compliance with the terms of this Consent Decree based upon whether Outback has:

- Complied with all requirements regarding notice, orientation, training, staffing, and reporting;
- Implemented appropriate and reasonable policies and procedures to ensure that female employees are protected from gender discrimination, sex harassment and retaliation; and
- Made reasonable efforts to ensure that female employees are promoted in closely approximate proportion to their representation in the appropriate applicant pool.

11. Compliance with Federal EEO Laws - Nothing in this Consent Decree shall be construed to limit or reduce Outback's obligation to comply with the statutes enforced by the EEOC, including Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.*, and the Equal Pay Act, 29 U.S.C. §206(d).

12. Release of Claims - In consideration of receiving any monetary award pursuant to this Consent Decree, all Interveners shall execute a Release in the form attached as Exhibit B. In consideration of receiving a monetary award pursuant to this Consent Decree, a Claimant entitled to Monetary Relief under the Class A settlement procedures (*See*, Paragraph 39.02) shall execute a Release in the form attached as Exhibit C. In consideration of receiving any monetary award pursuant to this Consent Decree, a Claimant entitled to Relief under the Class B settlement procedures (*See*, Paragraph 39.03) shall execute a Release in the form attached as Exhibit D. In consideration of receiving any monetary award pursuant to this Consent Decree, an individual with a

Charge of Discrimination, identified on Exhibit A, shall execute a Release in the form attached as Exhibit E.

- 13. Complete Consent Decree** - This Consent Decree constitutes the complete understanding among the Parties with respect to the matters herein.
- 14. Severability** - If one or more provisions of this Consent Decree are rendered unlawful or unenforceable by act of Congress or by decision of the United States Supreme Court, the Parties shall attempt to agree upon what amendments to this Consent Decree, if any, are appropriate to effectuate the purposes of this Consent Decree. In any event, the unaffected provisions will remain enforceable.
- 15. No Admission of Liability** - Neither this Consent Decree nor any order approving this Consent Decree is or shall be construed as an admission by Outback of the truth of any allegation or the validity of any allegation asserted in this civil action, the Commissioner's Charge, or any of the Charges of Discrimination in Exhibit A, or of Outback's liability therefore, nor as a concession or an admission of any fault or omission of any act or failure to act by Outback. This Consent Decree was entered into for settlement purposes only, and shall not be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing on the part of Outback, nor as an admission by any Party to this Consent Decree that the consideration to be given hereunder represents the relief which could have been recovered after trial.
- 16. No Third Party Rights** - Nothing in this Consent Decree shall be deemed to create any rights on the part of Non-Parties to enforce this Consent Decree. The right to seek enforcement of this Consent Decree is vested exclusively in the Parties.

V. CLAIMS RESOLVED AND EFFECT OF CONSENT DECREE

17. **Intent of Parties and Effect of Compliance with Consent Decree** - It is the intent of the parties to this Consent Decree that by virtue of the consideration agreed to herein by Outback, this Consent Decree resolves the above-captioned civil action, the Commissioner's Charge, and the Charges of Discrimination identified in Exhibit A, attached hereto and filed under seal. Outback's compliance with this Consent Decree will fully and completely resolve the following: (a) all issues of law and fact which were raised by the EEOC in this civil action; (b) all issues which were raised by the EEOC in the Commissioner's Charge; and (c) EEOC's claims of gender discrimination (including gender-based compensation discrimination), gender harassment, and retaliation for participating in these proceedings, or for complaining about gender discrimination or harassment, which EEOC could bring based on the Charges of Discrimination identified in Exhibit A.
18. **EEOC Claims Resolved and Rights Reserved** - The EEOC and Outback agree that this Consent Decree fairly resolves the issues alleged by EEOC in this action and constitutes a complete resolution of all the EEOC's claims against Outback of unlawful employment practices under Title VII that were made against Outback in this civil action, or in the Commissioners' Charge. The EEOC reserves all rights to proceed with respect to matters not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by this Consent Decree. Nothing in this Consent Decree shall be construed to preclude the EEOC from bringing suit to enforce this Consent Decree in accordance with the enforcement provisions of Section VIII ("Enforcement of Consent Decree"),

below. Neither does this Consent Decree preclude the EEOC from filing lawsuits based on charges not resolved in this Consent Decree.

19. **Charges Filed After the Effective Date** - Any individual charges of gender discrimination, including gender-based hostile work environment, sex harassment, and charges alleging retaliation for having participated in this civil action, that are filed with the EEOC after the Effective Date of this Consent Decree, based on conduct alleged to have occurred prior to the Effective Date of this Consent Decree, will be processed by EEOC in accordance with its standard procedures. To the extent such charges are based entirely on conduct alleged to have occurred prior to the Effective Date of this Consent Decree, the EEOC agrees not to use such charges as a basis for EEOC litigation.
20. **Agreement Not to Litigate Resolved Issues** - The EEOC agrees that it will not use any of the Charges of Discrimination identified in Exhibit A as a basis for litigation by the EEOC. The EEOC agrees not to litigate on behalf of any individual or class of individuals regarding allegations of (a) gender discrimination or sex harassment, (b) retaliation for participating or cooperating with the EEOC in this civil action or investigation of the Commissioner's Charge, or (c) retaliation for complaining about gender discrimination or sex harassment; where all of the alleged discriminatory or retaliatory conduct occurred prior to the Effective Date of this Consent Decree.
21. **Agreement Not to Litigate Future Lilly Ledbetter Fair Pay Act Claims** - The EEOC agrees not to litigate future claims based on allegations of gender-based compensation discrimination (for example pay, benefits or the effects of an alleged failure to promote) resulting from an unlawful employment practice which is both (a) alleged to have

occurred prior to the Effective Date of this Consent Decree; and (b) raised in this civil action, the Commissioner's Charge, or the Charges of Discrimination identified in Exhibit A.

22. **Intervenor Claims Resolved** - Intervenors and Outback agree that this Consent Decree fairly resolves the issues alleged by Intervenors in this civil action and constitutes a complete resolution of all Intervenors' claims against Outback of unlawful employment practices under Title VII that were made against Outback in this action.

VI. AFFIRMATIVE RELIEF

23. **Notice and Posting of Consent Decree Notice**

23.01 Posting - Within sixty (60) days of the Effective Date of this Consent Decree, Outback shall conspicuously post the Notice of Final Approval of Settlement ("Notice"), attached hereto as Exhibit F, in all corporate-owned Outback Steakhouse restaurants where all other employee-related notices are posted and announce the terms of the Consent Decree on Outback's intranet.

23.02 Orientation on Consent Decree - Prior to posting the Notice required in the preceding Paragraph 23.01, Outback shall conduct orientation meetings advising all Corporate Level Employees, Management Employees, Techs, Keys, AKMs, Directors of Training and appropriate members of the Home Office People Services and Legal Departments of the terms and conditions of the Consent Decree, and the anti-retaliation provisions of the Consent Decree. Additionally, Outback shall inform all such persons that any breach of, or failure to comply with, the terms and conditions set forth in this Consent Decree shall subject them

to dismissal or other appropriate disciplinary action. This training may be by videotape, internet, or closed-circuit presentation models.

24. Injunction

24.01 No Discrimination - During the term of this Consent Decree, Outback is enjoined from discriminating against any employee or applicant on the basis of gender, in hiring, promotions, pay, terms and conditions of employment including providing women less favorable job assignments, less training opportunities, less opportunity for advancement, or creating or condoning a gender-based hostile work environment. Outback also shall afford all female employees the same training and conditions of employment it affords all other employees in similar positions. Scheduling and assignment of work shall be made in an equal and non-discriminatory manner.

24.02 No Retaliation - During the term of this Consent Decree, Outback is enjoined from retaliating against any employee, Claimant, or Class Member for his or her participation in the EEOC process, the investigation by the EEOC into this matter, participation in this lawsuit, complaining about or opposing any employment practice made unlawful by one or more of the statutes enforced by the EEOC, or for asserting any rights under this Consent Decree.

25. Employment References - Outback shall provide to the Intervenors and Cathy Ryan a letter of reference in the form attached hereto as Exhibit G. If contacted for a job reference for any former employee covered by this Consent Decree, Outback agrees to provide only dates of employment, salary, and positions held.

26. Vice President of People

26.01 For the duration of the Consent Decree, OSI will continue to employ a Vice-President of People with expertise in EEO, human resources, and personnel matters.

26.02 Within six (6) months from the Effective Date of this Consent Decree, Outback will provide adequate staff for the Vice President of People to accomplish all of his or her responsibilities, including hiring qualified human resources professionals to provide assistance to the restaurant management.

26.03 The following is a list of responsibilities relative to this Consent Decree, which are assigned to the Vice President of People. It is the Parties' expectation that the Vice President of People will regularly consult with Outback's Legal Department and that Legal staff may assist the Vice President of People in carrying out these functions. The Vice President of People will be responsible for:

- Supervising all human resources personnel;
- Assisting Managing Partners, Service Techs, Food Techs and JVPs with their EEO functions, as necessary;
- Oversight of investigations of complaints of discrimination;
- Coordinating Outback's compliance with anti-discrimination laws;
- Oversight of Outback's compliance with this Consent Decree;
- Maintaining records to be preserved under Section VII ("Reporting and Recordkeeping") of this Consent Decree;

- Submitting the reports required under Section VII (“Reporting and Recordkeeping”);
- Acting as the liaison between Outback and the Consultant;
- Assisting with the development and implementation of the Outback EEO Training Program provided for in this Consent Decree;
- Assisting in analysis and implementation of policies and procedures, as provided in Paragraph 30 (“Analysis and Implementation of EEO Policies and Procedures”), below, of this Consent Decree;
- Evaluating whether Outback has taken appropriate and reasonable action to protect female employees from gender discrimination, including gender-based hostile work environment and/or sex harassment and retaliation;
- Reviewing records documenting employee complaints of discrimination or harassment based on sex, including oral and written complaints, charges of discrimination, and investigative records relating to such complaints; and
- Reviewing and analyzing data regarding promotions to Registry Positions to determine whether Outback is making progress in promoting women in a nondiscriminatory manner.

27. Internal Consent Decree Monitor

27.01 Appointment of Internal Consent Decree Monitor - By the Effective Date of this Consent Decree, Outback and EEOC will agree to appoint an Outback executive, employed at least at the level of Vice President, as the Internal Consent

Decree Monitor (“Internal Monitor”) to oversee Outback’s implementation of the terms of this Consent Decree.

27.02 Replacement of the Internal Monitor - In the event the Internal Monitor’s employment with Outback ends, Outback will, within thirty (30) calendar days, appoint another Outback executive of comparable position, to serve as the Internal Monitor.

27.03 Internal Monitor Responsibilities - During the term of the Consent Decree, the Internal Monitor will have the following responsibilities:

- Evaluate whether Outback has taken appropriate and reasonable action to protect female employees from gender discrimination, sex harassment, and retaliation;
- Review records documenting employee complaints of discrimination or harassment based on sex, including oral and written complaints, charges of discrimination, and investigative records relating to such complaints;
- Review and analyze the data regarding promotions to Registry Positions to determine whether Outback is making progress in promoting women in a nondiscriminatory manner based on the statistical data;
- Randomly select promotion decisions to Registry Positions to analyze in depth the selection process for potentially discriminatory decision-making;
- Meet at least monthly with Outback staff with responsibilities for ensuring compliance with this Consent Decree and other EEO matters; and
- Meet with the Consultant at least semi-annually.

28. Consent Decree Consultant

28.01 Appointment of Consultant - Outback and EEOC have agreed that Kathleen Roberts will be retained as the Consent Decree Consultant (“Consultant”) to analyze information submitted by Outback in periodic reports as required in Paragraph 41.02, below, and determine Compliance with the terms of this Consent Decree as defined in Paragraph 10, above. The Consultant will have authority to retain other professionals to assist as necessary, with the understanding that the costs for such services will be included in the maximum fees payable to the Consultant under Paragraph 28.04. The Parties agree that CorVirtus, Inc., or other vendor, or Outback internally, if agreed upon between Outback and the Consultant, will be responsible for conducting analysis of the electronic data for the purposes of this Consent Decree, with the understanding that the costs for such services will not be included in the maximum fees payable to the Consultant.

28.02 Replacement of Consultant - In the event the Consultant is unable or unwilling to continue to serve, the Parties shall jointly select a new Consultant.

28.03 Resolving Disputes Over Consultant Appointment - If the Parties cannot agree upon a Consultant within thirty days following the notification of a need to replace the Consultant, EEOC and Outback will each provide three recommendations to Judge Kathleen Roberts, who will make the final selection.

28.04 Compensation of Consultant - Outback shall compensate the Consultant (including any experts that the Consultant may retain, as discussed in Paragraph

28.01, above) at the Consultant's customary rate, and shall reimburse the Consultant's reasonable expenses up to a maximum of \$350,000 over the four-year term of the Consent Decree, which amount may be increased by the Court for good cause. In addition to the Consultant fees, Outback shall pay any and all reasonable fees and expenses charged by the data analysis vendor referenced in Paragraph 28.01, for conducting the data analysis work, which fees will not be included in the \$350,000 cap on fees and expenses paid to the Consultant. "Good Cause" for purposes of this Paragraph 28.04 shall be defined as conduct on the part of Outback (such as failure to cooperate or failure to respond adequately to reasonable requests for information) which causes the Consultant fees to exceed \$350,000.

28.05 Cooperation - The Consultant shall, to the maximum extent practicable and consistent with the Consultant's obligations, work cooperatively with Outback so as not to unduly interfere with Outback operations. Outback agrees to cooperate with the Consultant, to the maximum extent practicable.

28.06 Access to Information - The Consultant shall have reasonable access to relevant documents, and other sources of information necessary to exercise his or her duties under this Consent Decree. The Consultant and the EEOC shall have reasonable access to review all non-privileged records maintained by Outback relating to the implementation or administration of this Consent Decree.

28.07 Consultant Responsibilities - During the term of the Consent Decree, the Consultant will have the following responsibilities, which the Consultant will carry out with due regard for both efficiency and accuracy:

- Review and analyze the data (including Registry and other data provided in Outback's periodic reports) regarding promotions to Registry Positions, to determine whether women are being provided equal opportunities for promotion. If the Consultant's statistical analysis of the data shows a shortfall in the number of women promoted to Registry Positions, then the Consultant may review an appropriate sample of promotion decisions. Generally, the decisions selected for review will be those where a male candidate was selected for promotion and there was at least one female candidate on the Applicant Pool List. The Consultant will have authority, however, to conduct this review in the way the Consultant determines is necessary;
- Review Outback's summary of employee complaints of discrimination harassment and/or retaliation (as defined in Paragraph 8 (E) above), and Outback's procedures for receiving, investigating, and resolving such complaints, including a representative sample of investigative records relating to such complaints and recommending any improvements to Outback's procedures;
- Report to the Parties, as provided in Paragraph 41.06 ("Reports of Consultant"), below;

- Meet with Outback's VP of People and the Internal Monitor semi-annually, following the issuance of the Consultant's report, and make recommendations regarding compliance with this Consent Decree and other EEO matters;
- Consult with Outback to provide advice about ways it can better achieve its own goals for the promotion of female employees and the hiring of external female candidates for salaried management positions;
- Suggest reasonable actions to protect female employees from gender discrimination, sex harassment, and retaliation;
- Evaluate whether Outback has appropriate and reasonable policies and procedures in place to protect female employees from gender discrimination, sex harassment, and retaliation; and
- Evaluate whether Outback is in compliance with the terms of this Consent Decree, as "Compliance" is defined in Paragraph 10, above.

29. EEO Training

29.01 Development of EEO Training Program - Within sixty (60) days of the Effective Date of this Consent Decree, Outback shall submit to the EEOC a proposed EEO training program for hourly employees, management employees, Techs, Human Resource employees, Legal Staff, Vice President of People ("VPP") and VPP staff, and Training Directors. The training program will include the following information: (a) a detailed agenda; (b) curriculum vitae(s) for the individual(s) who will conduct and/or develop the training; (c) training

materials; and (d) a plan to ensure that Outback's employees specified in this Consent Decree receive the required EEO training. For all individuals employed on the Effective Date of this Consent Decree, and required to be trained under this Consent Decree, the required training as set forth below will be completed by March 31, 2010.

29.02 Amount of Training And/Or New Hire Orientation Required

29.02.1 KEY/AKM Employees - Outback will provide KEY and AKM employees at least 90 minutes of EEO training within thirty (30) days of hire or promotion to the Key or AKM position, and on an annual basis thereafter. This training may be by videotape, internet, closed-circuit presentation models, or by attending programs by outside providers.

29.02.2 Management Employees - Outback will provide Management Employees at least two (2) hours of EEO training prior to or within thirty (30) days of hire or promotion into the Management Employee position and on an annual basis thereafter. This training may be by videotape, or internet, closed-circuit presentation models, or by attending programs by outside providers.

29.02.3 Techs, Training Directors, and Human Resource Employees - Outback will provide Techs, Training Directors, and Human Resource employees at least two (2) hours of EEO training prior to or within thirty (30) days of hire or promotion into the Tech, Training Director, or Human Resource position, and on an annual basis thereafter. This training may be by videotape, or internet, closed-circuit presentation models, or attending programs by outside providers.

29.02.4 Vice President of People and Staff, and Corporate Legal Staff -

Outback will provide the Vice President of People and his staff, and Corporate Legal staff responsible for supervision of the Consent Decree or whose jobs are primarily focused on Labor and Employment law compliance, with at least eight (8) hours of EEO training prior to or within thirty (30) days of hire or promotion into the Legal Staff or VPP Staff position, and at least four (4) hours of training on an annual basis thereafter. This training may be by videotape, or internet, closed-circuit presentation models, or attending programs by outside vendors. Additionally, any individual employed at the Home Office and identified by name in Outback's anti-discrimination or anti-harassment policies as a person to whom employees may report discrimination or harassment, will be provided training under this paragraph, rather than under any previous paragraph.

29.02.5 Hourly Employees – Outback agrees to maintain and enhance its orientation process for newly-hired hourly employees. Outback will provide orientation on its anti-discrimination and harassment policy and complaint procedures to new hourly employees within twenty-one (21) days of hire. This training may be by videotape, or internet, or closed-circuit presentation models. Outback also agrees that for hourly employees, it will annually conduct refresher training on its anti-discrimination and harassment policy and complaint procedures.

29.03 Required Subjects of Training - At a minimum, Outback's EEO training programs shall include the following:

- Instruction on the requirements of all applicable equal employment opportunity laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Equal Pay Act, and the Pregnancy Discrimination Act, including gender discrimination in promotions and terms and conditions of employment;
- A review of Outback's employment policies prohibiting discrimination and retaliation, and (except for hourly employees) of the specific requirements of this Consent Decree, with particular emphasis on the complaint procedure and prohibitions on retaliation;
- Instruction on any policies related to this Consent Decree, such as Outback's Discrimination and Harassment Policy, Equal Employment Opportunity Policy, Registry of Interest and Promotion Policies, and non-discriminatory implementation of other policies, including without limitation, hiring, promotion, training, assignments, attendance, scheduling, production, and discipline;
- Training for Keys, AKMs, Management Employees, Techs, Regional Training Directors, and Human Resources employees shall include instruction on the proper procedures for accepting, responding to, and communicating employee complaints of discrimination or harassment, and for Management Employees, investigating and resolving complaints of discrimination; and

- Training for Key, AKM, Techs and Directors of Training shall include training regarding their obligation to document and inform the Managing Partner and/or JVP of any conduct which might constitute unlawful discrimination, harassment or retaliation, and of any employee complaints of discrimination, including instruction on what kind of conduct may constitute unlawful discrimination, harassment or retaliation, and what kind of employee complaints must be reported to a Managing Partner and/or a JVP.

29.04 In addition to the minimum training required herein, Outback may, at its discretion, also provide training on other subjects relating to employment law or human resources issues.

30. Analysis and Implementation of Policies and Procedures - During the first year of the Consent Decree, Outback shall review its existing policies and procedures and develop and implement new and/or revised policies and procedures, as may be necessary to ensure equal employment opportunities are afforded to female employees, including an environment free of sexual harassment. In particular, but without limitation, Outback shall review its existing policies and procedures to ensure that they (a) guard against discriminatory decision-making, (b) provide for equal employment opportunities relating to promotional opportunities, training (including equal opportunity for female managers to complete training requirements for promotion to Managing Partner), staffing and work assignments, scheduling and leave requests and discipline and discharge; and (c) provide that EEO Compliance will be a component in training for Managing Partner positions and

in evaluating the performance of managers. Additionally, during the first year of the Consent Decree, Outback shall review and amend its existing policies and procedures as necessary to ensure that they contain comprehensive procedures to respond to employee complaints of gender discrimination and sexual harassment, which procedures shall include (a) identification of individuals and positions in each Region, including the Service Tech (or if there is no Service Tech in the Region, another female employee in the Region), to whom employees may complain or report discrimination or harassment; (b) systematic documentation (using a standardized form) and prompt reporting of all complaints to the Managing Partner and/or JVP; (c) an adequate and impartial investigation of each complaint; and (d) a periodic reporting by the JVP to the Vice President of People regarding employee complaints of discrimination and sexual harassment in the Region and Outback's investigation of and response to each complaint reported to the JVP or Managing Partners in the JVP's region.

31. **Selection Considerations for Promotion** The following overriding principles will guide selection decisions made during the term of this Consent Decree:
- Consistent with Outback policies and procedures, Hiring Managers are expected to make gender-neutral and non discriminatory selection decisions based on qualifications, experience and performance;
 - Consistent with Outback policies and procedures, Hiring Managers are expected to guard against basing selection decisions on prohibited factors such as gender, age, race, color, national origin or religion;

- Consistent with Outback's existing policy, when candidates are interviewed, the Hiring Managers will conduct standardized interviews, so that all candidates are given comparable interview opportunities; and
- In considering candidates for a particular position, Hiring Managers are encouraged to review the candidates' personnel files and contact Outback managers for references on the candidates.

In an effort to develop a fair process and afford women equal opportunity for promotion consideration, Outback shall, during the term of this Consent Decree, maintain its Registry of Interest program as described herein, applicable to management and supervisory positions.

31.01 On-Line Registry of Interest – General Provisions

31.01.1 Establishment of On-Line Registry of Interest Program - No later than March 31, 2010, Outback shall implement its web-based Registry of Interest ("Registry") on a nation-wide basis for use by restaurant employees to express interest in promotion, submit applications, and complete testing for the positions covered by the Registry.

31.01.2 Registry Positions – The Registry may be used to express interest, apply, and, when applicable, test for the following positions: Key, AKM, Service Tech, Food Tech, Kitchen Manager, Manager and Managing Partner. Employees who have not expressed interest through the Registry will not be considered for promotion to a Registry position.

31.01.3 Registry Website – The Registry will be accessible to employees through an on-line website, which may be accessed through any internet connection. Employees will be able to access the Registry Website from home or private computers without having to obtain permission from any manager. With permission of the Manager or Managing Partner, an employee may use an Outback in-store computer to complete on-line application and testing through the Registry Website. Permission to use the in-store computer will not be unreasonably withheld.

31.01.4 Registry Orientation - Prior to implementation of the Registry, Outback will conduct voluntary employee meetings for its current employees in each restaurant to explain the Registry program, including instructions for how to access and use the Registry website, submit an application, and complete testing for a particular position. The meeting may be conducted in person, by videoconference, or by presentation of a DVD. In addition, prior to implementation of the Registry program, a general description and explanation of the Registry will be included in Outback's New Employee Orientation materials, in the Outbacker handbook, and posted on restaurant bulletin boards where other employee notices are posted.

31.01.5 Registry Statement -- The following paragraph will be posted on the Registry website, printed in Outback's employee handbook, and printed in the published materials describing the Registry:

Outback has created the Registry of Interest Program to encourage all interested employees to apply for careers in management and to ensure

equal opportunities for advancement to all Outback employees. We particularly encourage women and minorities who are interested in management opportunities at Outback, to participate in this program and use the online Registry to express your interest.

31.01.6 Publication of Information Relating to the Registry - The following information will be posted on the Registry Website:

- A general description of the Registry, including an explanation of the application and selection process;
- A job description for each of the Registry Positions (see Paragraph 31.01.2, above), including a description of the principal duties for each position; and
- A list of the minimum requirements for each of the Registry Positions (see Paragraph 31.01.7, below).

31.01.7 Establishment and Modification of Minimum Requirements for Registry Positions - Outback may, in its sole discretion and consistent with applicable laws, establish or modify the minimum requirements for Registry Positions, or minimum requirements for Registry Positions in particular JVP Regions, provided that Outback provides ten (10) business days' advance notice of the new or modified requirements to the Consultant and to all members of affected Applicant Pools. Any changes in minimum requirements shall also be reflected on the Registry website within the ten (10) day period specified in this Paragraph.

31.01.8 Email Communication From the Registry - Email will be the standard method of communication regarding Registry application, and *it is the*

employee's responsibility to regularly check for email communication regarding his/her Registry application. Employees who submit applications through the Registry will receive email communications from the Registry for at least the following: (a) confirming receipt of the employee's Registry application; (b) informing the applicant of online test results; and (c) advising the applicant of his or her inclusion in an Applicant Pool List which may be included as part of another communication (either item a or b above), or may be sent separately.

31.02 Employee Online Application and Testing Process

31.02.1 Gender Identification Information - In order for an employee to submit an application through the Registry, the employee will be required to indicate his or her gender.

31.02.2 Submission of an Online Application - Through the Registry Website, the employee will be able to complete and submit an online application for any Registry Position. The Registry will not allow Employees to submit an online application for a particular Registry Position unless the Employee meets the minimum requirements for that Registry Position. The application will include an inquiry as to the JVP Region in which the employee seeks to apply. The application for Manager will include an inquiry as to whether the employee wants to also apply for the Service Tech position, and the application for KM will include an inquiry as to whether the employee wants to also apply for the Food Tech position. The Registry System will provide adequate prompts and error

messages to ensure that prior to final submission, the employee has completed all required portions of the application.

31.02.3 On-Line Testing - Upon receiving an email or otherwise being informed by the Registry that a test is necessary, the employee may complete and submit the test online.

31.02.4 Complete Application Packet - To be considered for a particular position, the employee must have on file with the Registry a Complete Application Packet, consisting of both (a) a completed Online Application for the position sought; and (b) a passed test for the position sought if a test is required for the position.

31.02.5 Duration of Consideration - A Complete Application Packet will be considered active unless de-activated for one of the following reasons: (a) the employee is promoted to the position sought; (b) the employee is promoted to a higher level position; (c) the employee voluntarily withdraws the application; (d) the employee leaves employment with Outback; (e) the employee does not pass the interview or (f) the employee's application expires under the provisions of Paragraph 31.02.6, below. Registry applications may not be de-activated for any other reason. Outback shall maintain a record of all applications de-activated and the reasons for de-activation.

31.02.6 Expiration of Employee Registry Applications - Expiration periods for Registry Applications will be as follows:

Key, AKM	12 months
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Manager, KM	12 months
<i>Service Tech, Food Tech</i>	<i>12 months</i>
Managing Partner	no expiration period

An employee's Registry application may be not be de-activated as expired, until the employee has been notified by email of the expiration and given at least two (2) weeks to request by email that the application remain active.

31.02.7 Maintenance of Current Employee Information - The Registry System will include a process for employees to easily update relevant information in the employee's Online Application, including particularly the employee's email address. It is the employee's responsibility to maintain a current email address in the Registry system.

31.03 Selection Process For Registry Positions

31.03.1 Qualified Employees Interested in the Position – An employee who has compiled a Complete Application Packet for a particular Registry Position will be deemed to be qualified for the position unless the employee fails the interview process for the position, if applicable. An employee who has expressed interest in working in a particular JVP region will be deemed to be interested in *positions in the JVP Region indicated*. An applicant will be deemed to be applying in the JVP Region in which the applicant is employed at the time of application, unless the application expressly indicates otherwise. Outback shall make promotion decisions in a non-discriminatory gender neutral manner.

31.03.2 Applicant Pool List - The Applicant Pool List will include all employees who have compiled a Complete Application Packet for the position, and have expressed interest in working in the JVP Region where the position is available. The Applicant Pool List will include the following information as shown on the application for each employee listed: name, address, phone numbers, date of hire at Outback, current position at Outback, JVP Region and store in which the employee is currently working. Before filling any Registry Position, the hiring manager must obtain an Applicant Pool List from the Registry. For Manager positions, the Applicant Pool List will be obtained prior to selection of the individual to be admitted into the MIT program.

31.03.3 Candidate Interviews - The Hiring Manager may conduct standardized interviews with candidates on the Applicant Pool List. The standardized interviews will be conducted in accordance with Outback's published procedures for such interviews. Upon completion of each standardized interview, the Hiring Manager will record in the Registry the date of the interview and the candidate's interview score.

31.03.4 Selection Made From the Registry Applicant Pool List - Subject to the exception set forth in Paragraph 31.03.6 ("Consideration of Qualified Outside Candidates for Registry Positions"), below, all Registry Positions *must* be filled from the Applicant Pool List generated by the Registry, unless the Registry identifies no qualified employees interested in the position in the JVP Region. The decision-maker responsible for making the hiring decision will be afforded

access to all information within the Registry for the candidates on the Applicant Pool List, including copies of applications, test results, and the results of the standardized interview (if completed).

31.03.5 Preference To Employees In the Store or Region - For AKM and Key positions, Hiring Managers may give preference to candidates working in the store where the vacancy exists. For all Registry Positions, Hiring Managers may give preference to candidates working in the JVP Region where the vacancy exists.

31.03.6 Consideration of Qualified Outside Candidates for Registry Positions - Outback retains authority to consider qualified outside candidates for Registry Positions. All of the same data will be compiled for an outside candidate as is compiled for an internal candidate. A decision to hire a Qualified Outside Candidate does not eliminate any of the other required steps in filling a Registry Position, including the requirements to obtain an Applicant Pool List from the Registry (Paragraph 31.03.2), to document interviews conducted pursuant to this Consent Decree (Paragraph 31.03.3), to provide a brief explanation why the successful candidate was selected (Paragraph 31.03.7), and to make gender-neutral, non-discriminatory selection decisions.

31.03.7 Recording the Selection Decision - For each Applicant Pool List obtained from the Registry, the hiring manager who requests the List will be required to enter a closing record indicating whether the position was filled, and if

filled, the name of the candidate selected for the position, the date of selection, and a brief explanation of why the successful candidate was selected.

31.04 Considerations for Promotion to Managing Partner: Outback shall establish and post on the Registry Website the minimum requirements for promotion to Managing Partner. Generally, promotions to Managing Partner will be based on the decision-maker's evaluation of the candidate's likelihood of success in the position, including such criteria as education, prior related training and experience, and demonstrated performance. The requirements for promotion to Managing Partner shall be applied equally to Kitchen Managers and to Managers, and female candidates will be given equal opportunity to complete the requirements and obtain other training considered in the decision.

31.04.1 Maintenance of Career Portfolios: Each Manager interested in promotion to Managing Partner is expected to maintain an accurate and current Career Portfolio, documenting completion of each required or recommended accomplishment.

VII. MONETARY RELIEF FOR INTERVENORS, CHARGING PARTIES, AND CLASS MEMBERS

32. Settlement Commitment Of Outback And Establishment Of A Settlement Fund – Outback will pay the total amount of nineteen million dollars (\$19,000,000) (the "Settlement Commitment") for the purpose of resolving all claims that were made against Outback in this civil action, in the Commissioners' Charge, and of claims made in the Charges of Discrimination listed in Exhibit A, including claims for damages of any type, for attorneys' fees, and for litigation costs and expenses. This amount includes all

payments to Class Members, Charging Parties, Intervenors, attorneys' fees and costs incurred in the civil action.

- 33. Selection of Settlement Administrator** – The parties have agreed to appoint Rosenthal and Company as the Administrator of the Settlement Fund (“Settlement Administrator”). Payment of the Settlement Administrator will be made from interest earned on the Settlement Funds in the Settlement Fund Account. To the extent the interest is insufficient to cover these costs, Outback will be solely liable for any additional costs.
- 34. Establishment of A Section 468(b) Qualified Settlement Fund** – The Settlement Administrator will establish a Qualified Settlement Fund pursuant to IRC Section 468(b).
- 35. No Conditional Receipt** – Outback will not condition the receipt of individual relief on an individual's agreement to (a) maintain as confidential the terms of this Consent Decree, (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency, or (c) waive her right to apply for a position with Outback.
- 36. Duties of the Settlement Administrator** - The Settlement Administrator will:

 - 36.01** Establish an interest bearing Settlement Fund Account with a unique Taxpayer Identification Number for purposes of disbursing money from the Qualified Settlement Fund. All interest earned in the account will be used to off-set the costs of settlement administration.
 - 36.02** Receive the agreed upon Class A Potential Class List, trace all addresses on the list for current addresses, and prepare and mail notice and claim forms to those on the list. The Administrator will perform one follow-up address search and re-mail notice once for any undeliverable mailing contemplated by this Section.

- 36.03** Seek additional information from Claimants, or Outback, when and where appropriate or necessary.
- 36.04** Prepare and send notices required under this Consent Decree, receive and process claim forms, executed release forms, Class B challenges, and other communications from Potential Class Members, Claimants, and Class Members, and provide reports and documents to the Parties as necessary for administration of the settlement funds.
- 36.05** Determine the eligibility and category assignments for Class A Claimants, based on criteria provided by the EEOC.
- 36.06** Facilitate obtaining releases from and making payments to Intervenors, Charging Parties, and Class Members.
- 36.07** After all settlement funds have been distributed, the Settlement Administrator shall provide the EEOC and Outback with copies of all executed releases.
- 37. Settlement Administrator Duties With Respect to Taxes -** The Settlement Administrator will be responsible for preparing and filing all appropriate tax filings and reports, including, but not limited to, W-2 and 1099 forms for all payments from the Settlement Fund (including payment to Intervenors' attorneys), as well as any tax filing required for the Settlement Fund. The Settlement Administrator will be responsible for reporting and remitting to the appropriate taxing authorities the employer's share of taxes or contributions required to be paid by the employer in a timely manner after receipt of the amount due for those payments from Outback. Payments made under this Consent

Decree to Class Members, Intervenor, and Charging Parties will be apportioned seventy-five percent (75%) to compensatory damages and twenty-five percent (25%) to back pay.

38. Funding the Settlement Fund Account

38.01 Within ten (10) days of the Effective Date of this Consent Decree, Outback shall deposit the Settlement Commitment described in Paragraph 32, above, in the Qualified Settlement Fund.

38.02 Funding Settlement Amounts for Intervenor - Within thirty-one (31) days of the Effective Date of the Consent Decree and subject to execution of applicable Releases, the Settlement Administrator will pay the following amounts to each Intervenor or her agent, as necessary, and to Intervenor's attorneys:

Jennifer Turner Rieger -	\$650,000.00
Heather Joffe -	\$350,000.00.
Kelly Altizer -	\$257,750.00.
Bankruptcy Trustee -	\$42,250.00.
Lohf, Shaiman, Jacobs, Hyman, & Feiger, LLC -	\$550,000.00.

38.03 Funding Settlement Amounts for Charging Parties – Within thirty-one (31) days of the Effective Date of the Consent Decree and subject to execution of applicable Releases, the Settlement Administrator will pay each Charging Party, or her agent, the amount stated on Exhibit A.

39. Administration of Class Settlement

39.01 Sub-Class Groups – The class will be divided into two sub-class groups. Class A will cover women employed in Outback Steakhouse restaurants and JVP offices nationwide at any time between January 1, 2002, and the Effective Date of

this Consent Decree, who have failure-to-promote claims as defined in Paragraph 39.02.1, below. Class B will be comprised of identified individuals who participated in the EEOC lawsuit or the EEOC investigation of the Commissioner's charge.

39.02 Class A Claim Process

39.02.1 Factors for Determination of Class A Claims - To be eligible for a portion of the Class A distribution, each Claimant must have been employed by Outback for a threshold period of time to be determined by the EEOC. The threshold period shall not be less than thirty-six (36) months. Settlement awards in Class A will be divided into the following three (3) categories:

Category 1: women employed by Outback for a minimum period, to be determined by the EEOC, who held the position of Manager or KM and were not promoted to Managing Partner.

Category 2: women employed by Outback for a minimum period, to be determined by the EEOC, who held the position of Key or AKM, and were not promoted to Manager or KM.

Category 3: women employed by Outback for a minimum period, to be determined by the EEOC, who attest that they were interested in management and were not promoted to Key, AKM or any Management Position.

Exact minimum periods of employment contemplated by this Paragraph will be determined by the EEOC based on updated electronic employee data to be supplied by Outback by January 8, 2010, and produced to EEOC in the same

format as it was produced during discovery. Within thirty (30) days of receiving the electronic data from Outback, EEOC will determine the minimum periods and advise Outback and the Settlement Administrator.

39.02.2 Preparation of Class A Potential Class List – Within twenty-five (25) days of the date of the entry of the Consent Decree, Outback, using reasonably available electronic data including electronic payroll data, will generate and provide to the Settlement Administrator an electronic list of all individuals employed for at least thirty-six (36) consecutive months in Outback Steakhouse restaurants and JVP offices nationwide at any time between January 1, 2002, and the Effective Date of this Consent Decree, including name, last known address, phone number, dates of employment, social security number, and gender identification. The list prepared by Outback will be electronically analyzed for gender misidentification by either the Settlement Administrator or other qualified entity.

39.02.3 Notification Period - For a period of one hundred and fifty (150) days after the Effective Date of this Consent Decree, the Settlement Administrator shall attempt through the means set forth below, to notify potential Class A members of the settlement.

39.02.4 Mailing to Potential Class Members – Within forty-five (45) days from receipt of the Potential Class List from Outback, or the Class A criteria from the EEOC, whichever is later, the Settlement Administrator will mail the following materials to each woman in Class A: (1) a cover letter drafted by the

EEOC, clearly stating the deadline for submission of claims, and providing a website address and toll-free telephone number; (2) a Class A Claim Form; and (3) a return envelope addressed to the EEOC at a post office box provided by the Administrator.

39.02.5 Return Mailings - For Potential Class A Members whose notices are returned by the U.S. Postal Service as undeliverable, the Settlement Administrator will perform one (1) address search and re-mail notice once to those for whom a potentially new address can be found.

39.02.6 Website Notification - In cooperation with the Parties, the Settlement Administrator will develop a website dedicated to providing information and receiving Class A claims. The website will include all of the information contained in the mailed notice, and will allow for submission of Class A claims through the website. The website will remain available until the deadline for returning Class A claim forms.

39.02.7 Toll-Free Number Notification - The Settlement Administrator, in consultation with the Parties, will establish a toll-free telephone number with automated answering to receive telephone inquiries. The toll-free telephone number will remain available until completion of the settlement process.

39.02.8 Deadline for Submitting Class A Claim Forms - The deadline for receipt by the Settlement Administrator of Class A claim forms ("Claim Form Deadline") shall be the one hundred and eightieth (180th) day after entry of this Consent Decree or forty-five (45) days after the Settlement Administrator re-mails

the Claimant notice, whichever is later. For claim forms returned by a Claimant by mail, if the deadline day falls on a weekend day or federal holiday, the deadline will be the next business day after such weekend day or holiday. Claim forms postmarked on or before the deadline date and received within seven (7) business days after the deadline date shall be considered timely. The Settlement Administrator may request additional information from an individual claimant, if it appears that such additional information would complete the claim form. Such additional information obtained by the Administrator shall be documented and considered part of the original claim form.

39.02.9 Claims Submitted by Individuals Not on the Potential Class

Member List - If the Administrator receives Class A claims from any individual who is not on the list of Potential Class A Members, the Administrator will provide to Outback and EEOC the Claimant's name, Social Security Number, and contact information. Outback will promptly check its Human Resource and Payroll databases and advise the Administrator and EEOC whether the Claimant was employed during the relevant time period, and if so, the Claimant's dates of employment and store location. Based on the information provided by Outback, the Administrator will determine the Claimant's eligibility.

39.02.10 Determination of Eligibility and Award Categories - The

Settlement Administrator, applying the factors set forth in Paragraph 39.02.1 above, shall review each Class A claim submitted and make a preliminary determination as to whether the Claimant is eligible for relief from the Settlement

Fund, and if so, the category of award the Claimant is entitled to receive. The Settlement Administrator shall then provide Outback with a list of those preliminary determinations. Outback shall have thirty (30) days to submit challenges and supporting data and materials concerning the preliminary determinations to the Settlement Administrator. Based on the preliminary determinations and any Outback challenge, the Settlement Administrator shall make a final determination for each Claimant. The final determination of the Settlement Administrator will be final and binding. The Administrator's determinations will be compiled in an electronic spreadsheet and provided to EEOC within sixty (60) days after the Claim Form Deadline provided in Paragraph 39.02.8 above. The EEOC will determine the amount payable for each Category, and may determine sub-categories based on length of tenure with Outback, length of tenure in a Key, AKM, Manager or KM position and/or whether the Claimant is a current Outback employee.

39.03 Class B Claim Process

39.03.1 Mailing to Class B Potential Class Members - To each woman in Class B the EEOC will mail the following materials: (1) a cover letter drafted by the EEOC clearly stating the deadline for submission of claims, and providing an email address and telephone number for inquiries; (2) a Class B Claim Form; and (3) a return envelope addressed to the EEOC.

39.03.2 Class B Claim Determinations - Within ten (10) days of the Effective Date, EEOC will provide Outback with a list of the individuals in Class B.

Outback shall then have thirty (30) days to inform EEOC of any individual in Class B who has received consideration from Outback for providing a waiver or release of claims for gender discrimination (including hostile work environment and related retaliation claims), and to provide EEOC with relevant documents.

The EEOC shall review each Class B claim submitted and determine based on the criteria set forth in Paragraph 39.03.3, below, whether the Claimant is eligible for relief from the Settlement Fund, and if so, the category of monetary award.

39.03.3 Factors for Determination of Class B Claims – The factors to be considered in making Class B determinations are: (a) whether the Class Member articulated facts sufficient to support a claim for retaliation; (b) the extent to which the Class Member was subjected to a hostile work environment based on gender; (c) the severity of any harassment to which the Class Member was subjected, including whether the harassment was physical and the length of time the Class Member worked in the hostile environment; (d) whether the Class Member was subject to different terms and conditions of employment based on her gender; (e) the extent of harm suffered by the Class Member; (f) the specificity and verifiability of the Class Member's allegations; (g) the extent to which the Class Member contributed to the EEOC's litigation or investigation; and (h) whether the Class Member previously received consideration from Outback for a signed release of her hostile work environment, discrimination or retaliation claim(s) and the sufficiency of any such consideration.

39.04 Determination Of Monetary Awards

39.04.1 EEOC Class Distribution Lists – Within sixty (60) days after the Settlement Administrator has provided the EEOC a determination of the Class A claims, EEOC will provide Outback and the Settlement Administrator with Class A and Class B Distribution Lists. EEOC’s determination of Monetary Awards will be consistent with the criteria set forth in Paragraphs 39.02.1, and 39.03.3, above, and subject also to the criteria set forth in the following Paragraph 39.04.2.

39.04.2 Additional Factors for Determination of Monetary Awards to Class Members - No individual Monetary Award will exceed a gross amount of one hundred thousand dollars (\$100,000). The total amount of payments to Class Members shall not exceed the Disbursable Class Settlement Amount.

39.04.3 Notice of Determination - Within thirty (30) days of when EEOC issues the Class Distribution Lists as provided in Paragraph 39.04.01, above, the Settlement Administrator will send each Class A and Class B Claimant a Notice of Determination, advising the Claimant whether her claim was approved or denied, and if the claim is approved, the monetary award amount and instructions for accepting the award, including a clear statement of the deadline for accepting. If the claim is approved, the Notice of Determination will be sent with the appropriate release form and tax reporting form, and a return envelope. Class B claimants will also be sent an explanation of the challenge process set forth in Paragraph 39.04.5, below.

39.04.4 Deadline for Acceptance or Challenge - The deadline for receipt by the Settlement Administrator of signed releases will be the thirtieth (30th) day after the date the Notice of Determination is mailed by the Settlement Administrator. The deadline for receipt by the Settlement Administrator of challenges to the Class B determinations will be the thirtieth (30th) day after the date the Notice of Determination is mailed by the Settlement Administrator. If the deadline day falls on a weekend day or federal holiday, the deadline will be the next business day after such weekend day or holiday.

39.04.5 Challenge Procedure for Class B Determinations – On Class B Claims only, a Monetary Award determination may be challenged by a Class B Claimant on the basis that the established criteria were incorrectly applied to her claim. Any such challenge must be submitted in writing to the Settlement Administrator, postmarked within thirty (30) calendar days after the date of mailing of the Notice of Determination. Any additional supporting documentation (such as pay stubs, state or federal tax returns or any dated documentation received from Outback), must be submitted to the Settlement Administrator with the written challenge. Failure to submit a timely written challenge shall bar a Claimant from challenging a determination of potential eligibility or Monetary Award. Within twenty-one (21) days after receiving any such challenges, or as soon thereafter as is practicable, the Settlement Administrator shall render a final determination on the challenge. The Settlement Administrator shall, on the same day, send written notice to the EEOC, and the

objecting Claimant of that final determination. The Settlement Administrator's determination shall be final, binding and non-appealable.

39.04.6 Effect of Failure to Return Signed Release - A Class Member who fails to timely sign and return a release form (either within thirty (30) days of when the Notice of Determination is mailed, or after adjudication of a timely-filed challenge) will be deemed to have rejected the offered Monetary Award and will receive no payment from the Settlement Fund. Settlement funds allocated to Class Members who do not accept the offer, will be equally distributed among the remaining Class Members, subject to the cap on individual awards set forth in Paragraph 39.04.2, above.

39.04.7 Payment of Claims and Reversion of Remaining Amount - Within ten (10) days from the deadline for receipt of resolution of any Class B challenges, or if none, within thirty (30) days from the deadline to submit challenges, the Settlement Administrator will send EEOC an updated distribution list, revised as necessary to (a) incorporate adjustments made as a result of Class B challenge decisions; and (b) distribute funds previously allocated for Class Members who did not accept the Monetary Award. Within ten (10) days of receiving the revised distribution list, the EEOC will provide the Settlement Administrator with a Final Distribution List. Within thirty (30) days of receiving the Final Distribution List, the Settlement Administrator will (a) send Outback the original executed releases; (b) issue settlement checks in accordance with the Final Distribution List; and (c) mail the settlement checks to the Class Members.

After allowing a reasonable time for negotiation of settlement checks, any remaining undistributed settlement funds will be (after giving advance notice to Outback) sent to a 501(c)(3) organization selected by the EEOC. Such organization should provide services to assist women entering or reentering the workforce.

39.05 Class-Wide Mailings – The Parties agree that class-wide mailings are to be limited to those specifically described in the Consent Decree, namely: (a) the Mailing to Potential Class Members described in Paragraph 39.02.4; (b) the Notice of Determination described in Paragraph 39.04.3; and (c) the mailing of class payments described in 39.04.7.

VIII. REPORTING AND RECORD KEEPING

40. Document Preservation

40.01 Records Relating to Promotion to Registry Positions - For the duration of the Consent Decree, Outback agrees to retain such records for the Registry positions as are necessary to demonstrate its compliance with this Consent Decree and verify that the reports submitted are accurate, including but not limited to the records specifically identified below.

40.01.1 Registry Records to be Maintained - For the duration of this Consent Decree, and for six (6) months after expiration of the Consent Decree, Outback will retain all data submitted to or created by the Registry, including all of the following records:

- A record of each online application submitted by an *Outback employee*, including employee name and all information contained in the application, the date the application was submitted, the Registry Position for which the employee applied, the JVP Region in which the employee expressed interest;
- A record of each online test completed, including employee name, date the test was submitted, the Registry Positions for which the test is required, the employee's test score, whether the employee passed the test, and an electronic copy of the employee's test answers;
- A record of each entry of an applicant into an Applicant Pool List, including employee name, date the application packet was completed, the Registry Position sought, and the JVP Region for which the employee expressed interest;
- A record of each standardized interview conducted, including employee name, date of interview, interview scoring, Registry Position sought, and the JVP Region for which the employee expressed interest;
- A record of each Applicant Pool List obtained by a *Hiring Manager* under Paragraph 31.03.2 for purposes of filling a vacant position, including date of the List, the hiring manager who obtained the list; the Registry Position, the JVP Region and (if applicable) store location of the position to which the list pertains, all information contained in the list, whether the position

was filled, and if so, the date the position was filled, the candidate selected for the position, and the closing record required under Paragraph 31.03.7;

- A record of each Qualified Outside Candidate, including the candidate's name, date of entry into the Registry system, all information entered by the candidate or about the candidate, the position for which the candidate is being considered, the JVP Region and (if applicable) store location of the position for which the candidate is being considered, the candidate's application, test scores, interview scores, and a brief explanation of why the successful candidate was selected;
- A record of each applicant de-activated from the Registry, including the date of de-activation, the individual effecting de-activation, and the reason for de-activation (i.e., promotion to the position sought; promotion to a higher position; withdrawal by the employee; termination of employment; failure to pass interview; expiration after notice);
- Electronic copies of resumés, if they are allowed to be submitted with the application; and
- Electronic copies of all email messages sent from the Registry, including the date the email was sent.

40.01.2 Additional Registry Records to be Retained - In addition to the electronic data from the Registry Database, Outback will retain copies of any interview notes and meeting notes documenting the selection decision for any Registry Position. The records described in this Paragraph 40.01.2 will be

retained for the duration of this Consent Decree and for six (6) months after the expiration of the Consent Decree.

40.02 Records Relating to Managing Partner Promotions

40.02.1 JVP Records of Manager Progress Toward Promotion to Managing Partner - JVPs are required to maintain accurate records of whether and when the candidates in the Managing Partner Applicant Pool in the JVP Region have completed the published considerations for promotion to Managing Partner. JVPs are encouraged to periodically review the candidates' Career Portfolios and resolve any discrepancy between information contained in the Career Portfolios and the information retained by the JVP.

40.02.2 Records Documenting Promotion Decisions - For each Managing Partner position filled during the Consent Decree, Outback will retain all records documenting the selection decision, including records documenting the qualifications of candidates in the Applicant Pool at the time of the selection decision, Career Portfolios, and JVP Records described in Paragraph 40.02.1, above, interview notes from any interviews considered, and meeting notes from any meeting held to discuss the various candidates. Additionally, the Hiring Manager responsible for the selection decision will prepare a brief summary of why the successful candidate was selected. All of the records described in this Paragraph 40.02.2 will be retained for six (6) months after expiration of this Consent Decree.

40.03 Non-Registry Records to be Retained - For the duration of the Consent Decree, and for six (6) months after the expiration of the Consent Decree, Outback shall retain the following records in the form maintained in the ordinary course of business:

- All formal, standardized, written performance reviews if any are prepared during the term of the Consent Decree, for individuals in Registry Positions;
- All Complaints of Discrimination, Harassment or Retaliation (as defined in Paragraph 8(E) above) and all records of the investigation of those complaints;
- All records of employee Disciplinary Action, including any investigative records supporting the discipline or discharge decision. For the purposes of this Paragraph, Disciplinary Action is any documented verbal warning or counseling, written warnings, suspensions, and terminations related to gender discrimination, sexual harassment or retaliation relating to gender discrimination or sexual harassment;
- All computerized human resources and payroll data.

40.04 Record Retention Obligations - Outback acknowledges that it will comply with its existing record retention obligations pursuant to the EEOC's regulations and all applicable laws, including with respect to maintenance of personnel records as required under 29 C.F.R. 1602.4.

41. Reports

41.01 Preliminary Reporting - Within one hundred eighty days (180) days of the Effective Date of this Consent Decree, Outback shall provide the EEOC with the following:

- Proposed EEO training programs, as required in Paragraph 29.01 (“EEO Training”), above, to be provided within sixty (60) days after the Consent Decree Effective Date;
- A status report on the EEO policy review project required in Paragraph 30 (“Analysis and Implementation of EEO Policies and Procedures”) above;
and
- Verification that Consent Decree orientation has been conducted as required under Paragraph 23.02, above;

41.02 Periodic Reports

41.02.1 During the term of this Consent Decree, Outback shall submit semi-annual reports to the Consultant and to the EEOC. With each report, Outback shall submit all data in electronic form where available, and otherwise in hard copy form.

41.02.2 The first reporting period will begin on the Effective Date of this Consent Decree, and will end on the last day of the sixth complete calendar month thereafter. Each subsequent reporting period will be six (6) calendar months. The semi-annual reports contemplated in this Paragraph shall be submitted no later than sixty (60) days after the close of each reporting period.

41.02.3 Each report shall contain the following information for the relevant reporting period:

- The Registry Database for the period from initiation of the Registry through the close of the reporting period;
- A list of employees employed in Registry Positions during the reporting period, or any portion of the reporting period, including for each employee listed the employee's date of hire and gender;
- A summary of actual promotions to Registry Positions, by region, position, and gender;
- A summary report of employee Complaints of Discrimination, Harassment or Retaliation (as defined in Paragraph 8(E), above), including for each complaint, a description of the investigation conducted, the conclusion reached, and any remedial measures taken;
- A summary report of Disciplinary Actions (as that term is defined in Paragraph 40.03, above) taken against employees for sexual harassment or gender discrimination during the reporting period; and
- *Verification of employee attendance for all EEO training conducted pursuant to this Consent Decree during the reporting period.*

41.03 Additional Records to be Produced on Request – Upon request by the Consultant, for purposes of reasonable orientation to Outback's records and recordkeeping, or to further investigate specific concerns resulting from the Periodic Reports provided to the Consultant, or concerns raised by the

Consultant's analysis of the data provided under this Consent Decree, Outback will promptly provide all or a specified portion of the following records:

- An updated database containing Outback's human resources and payroll data;
- All records, electronic and paper records, documenting the selection decision for each Registry Position filled during the reporting period, including the Applicant Pool List, Applications, Resumes, Test results, and Interview records for candidates on the Applicant Pool List and for any outside candidates considered under Paragraph 31.03.6, gender data for candidates on the Applicant Pool List and for any outside candidates considered under Paragraph 31.03.6, identity of the successful candidate, and the Hiring Manager's brief explanation of why the successful candidate was selected; and
- All records documenting Disciplinary Actions (as defined in Paragraph 40.03, above) taken against employees for sexual harassment or gender discrimination during the reporting period, including documents supporting the discipline, investigative records, and records reflecting the decision-making process.

41.04 Other Reports

41.04.1 No later than ten (10) business days prior to holding the orientation meetings required under Paragraph 23.02 ("Orientation on Consent Decree"), Outback shall provide the EEOC with the dates, times and locations of the

orientation meetings and copies of the materials to be used in carrying out the orientation, including materials used by the trainer as well as materials distributed to participants.

41.04.2 No later than ten (10) business days prior to holding the Registry Orientation meetings required under Paragraph 31.01.4, Outback shall provide the EEOC with the dates, times and locations of the orientation meetings and copies of the materials to be used in carrying out the orientation, including materials used by the trainer as well as materials distributed to participants.

41.04.3 Pursuant to Paragraph 30 (“Analysis and Implementation of EEO Policies and Procedures”), Outback shall deliver to the EEOC any amended employment policies.

41.05 **Additional Data** - The EEOC and the Consultant shall have the right to request additional computer or other data from Outback, so long as the information sought is necessary and consistent with the monitoring of the Consent Decree and is not unduly burdensome for Outback to produce. Outback shall comply with a request for additional data within thirty (30) days of the request. Any disputes regarding the propriety of any request for additional data shall be resolved by the Court as provided in Section VIII (“Enforcement of Consent Decree).

41.06 **Reports of Consultant** - Within thirty (30) days after receiving Outback’s semi-annual compliance reports, as required under Paragraph 41.02 (“Periodic Reports”), above, the Consultant shall review the information reported and

provide a written report to the Parties with respect to Outback's progress in implementing this Consent Decree. Each report shall:

- Briefly describe the activities of the Consultant during the reporting period;
- Report of statistical analysis as to whether fewer women were promoted to Registry Positions than would be projected based on the proportion of women in the applicant pool, and if there is a statistical shortfall, the Consultant's assessment of the reasons for the shortfall and whether there has been progress in reducing any such shortfall;
- Report the Consultant's analysis of the adequacy of complaint process and procedures in place during the reporting period, and identify any deficiencies in those processes and procedures;
- Evaluate whether Outback is in compliance with the terms of this Consent Decree, as "Compliance" is defined in Paragraph 10; and
- Such other information as the Consultant deems appropriate.

IX. ENFORCEMENT OF CONSENT DECREE

- 42. Enforcement by EEOC** - It is expressly agreed that if EEOC concludes that Outback has breached this Consent Decree, EEOC may seek relief from the Court for the alleged breach, after complying with the informal resolution procedures set forth in Paragraph 43, below.

43. Requirement of Informal Resolution Efforts

43.01 Notice of Dispute - Prior to initiating an action to enforce the Consent Decree, the moving party will provide written notice to all other Parties regarding the nature of the dispute. This notice shall specify the particular provision(s) believed to have been breached and a statement of the issues in dispute. The notice may also include a reasonable request for documents or information relevant to the dispute.

43.02 Response to Notice of Dispute - Within thirty (30) days after service of the Notice of Dispute, Outback will provide a written response and provide the requested documents or information. The EEOC may also submit responses within fourteen (14) days after service of the Notice.

43.03 Service - Service of the Notice of Dispute and any Responses shall be made by hand-delivery, facsimile transmission, or electronic mail.

43.04 Meeting - After service of the Responses, the Parties will schedule a telephonic or in-person meeting to attempt to resolve the dispute.

43.05 Dispute Resolution Period - If the dispute has not been resolved within sixty (60) days after service of the Notice of Dispute, an action to enforce the Consent Decree may be brought in this Court.

44. Expedited proceedings - The provisions of this section do not prevent the EEOC from bringing an issue before the Court when the facts and circumstances require immediate Court action. The EEOC's moving papers shall explain the facts and circumstances that necessitate immediate Court action. If the EEOC brings a matter before the Court

requiring immediate Court action, copies of the moving papers will be provided to Outback's General Counsel, within three (3) business days of being filed with the Court.

X. MISCELLANEOUS PROVISIONS

- 45. Joint Document Of The Parties** - The terms of this Consent Decree are the product of joint negotiation and are not to be construed as having been authored by one party or another.
- 46. Limited Applicability to New Hires** - All female employees hired by Outback after the Effective Date of this Consent Decree may avail themselves of the non-monetary relief portions of the Consent Decree but may not avail themselves of the monetary relief provisions hereunder.
- 47. Amendment and Modification of Consent Decree** - By mutual consent of the Parties, this Consent Decree may be amended in the interest of justice and fairness in order to execute the provisions involved. Should any Party determine that modification, additions, or deletions to this Consent Decree are necessary, the counsel for the Parties shall meet in good faith and on reasonable notice to discuss any such changes. No modification, deletion, or addition to this Consent Decree shall be adopted unless it is agreed upon in writing, signed by the Parties, and so ordered by the Court.
- 48. Implementation** - The Commission and Outback agree to take all reasonable steps that may be necessary to fully effectuate the terms of this Consent Decree.

XI. SIGNATURES

By Consent:

U.S. Equal Employment
Opportunity Commission

By: Mary Jo O'Neill Date: 12-22-09
Mary Jo O'Neill
Regional Attorney

Outback Steakhouse of Florida, Inc.
OS Restaurant Services, LLP, f/k/a/ OS
Restaurant Services, Inc.

By: [Signature] Date: 12-22-09
Joseph J. Kadow
Executive Vice President

Ordered this _____ day of December, 2009

Hon. Christine M. Arguello
U.S. District Court Judge

XI. SIGNATURES

By Consent:

U.S. Equal Employment
Opportunity Commission

By:

Mary Jo O'Neill
Regional Attorney

Date:

Outback Steakhouse of Florida, Inc.
OS Restaurant Services, LLP, f/k/a/ OS
Restaurant Services, Inc.

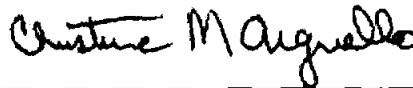
By:

Joseph J. Kadow
Executive Vice President

Date:

DATED: December 29, 2009

BY THE COURT:



CHRISTINE M. ARGUELLO
United States District Judge

Approved as to Form:

By: Stephanie S. Sker

Date: 12/23/09

Rita Byrnes Kittle
Trial Attorney
Stephanie Scruble
Trial Attorney
U.S. Equal Employment Opportunity Commission
Denver Field Office
303 E. 17th Ave., Suite 510
Denver, CO 80202

By: John D. Felger

Date: 12/23/09

John D. Felger
Leif Shalman Jacobs Hyman & Paiger, PC
950 S. Cherry St., Suite 900
Denver, CO 80246

Counsel for Interveners

By: Gerald L. Maatman, Jr.

Date: December 22, 2009

Gerald L. Maatman, Jr.
Christopher J. DeGross
Seyfarth Shaw LLP
131 S. Dearborn St., Ste. 2400
Chicago, IL 60603

Counsel for Defendants

By: Richard Mandelson

Date: December 23, 2009

Richard Mandelson
Steven W. Moore
Baker & Hostetler LLP
303 East 17th Avenue
Suite 1100
Denver, CO 80202

Counsel for Defendants

Exhibit A

SEALED

EXHIBIT B (INTERVENOR RELEASE)

RELEASE

I, _____, hereby acknowledge and agree that I have received the sum of \$ _____ as payment in full and final settlement of my claims against Outback Steakhouse of Florida, LLC (formerly Outback Steakhouse of Florida, Inc.) and OS Restaurant Services, LLC (formerly OS Restaurant Services, Inc.) (hereinafter collectively referred to as "Outback") for alleged back pay, lost compensation, compensatory damages, attorneys' fees and costs asserted by me as an intervenor in the civil action entitled *EEOC v. OUTBACK STEAKHOUSE OF FLORIDA, INC., et al*, Case No. 06 cv 1935. In consideration for my receipt of this payment, I hereby waive, release and forever discharge Outback with respect to any and all actions and claims of unlawful employment practices under Title VII of the Civil Rights of 1964, as amended, or any state employment discrimination law, that I have or may have had against Outback prior to the date of this release.

Date:

Signature:

EXHIBIT C (Class A Title VII Gender Failure-to-Promote)

CLASS A RELEASE FORM

In consideration for at least \$ _____ paid to me by
_____, in connection with the resolution of EEOC v. OUTBACK
STEAKHOUSE OF FLORIDA, INC., et al 06 cv 1935, I waive my right to recover for any
claims of failure to promote on the basis of gender arising under Title VII of the Civil Rights Act
of 1964 that I had against Outback Steakhouse prior to the date of this release.,

Date: _____ Signature: _____

EXHIBIT D (CLASS B – TITLE VII GENDER CLAIMS)

CLASS B RELEASE FORM

In consideration for at least \$ _____ paid to me by _____, in connection with the resolution of EEOC v. OUTBACK STEAKHOUSE OF FLORIDA, INC., et al 06 cv 1935, I waive my right to recover for any claims of gender discrimination arising under Title VII of the Civil Rights Act of 1964 that I had against Outback Steakhouse prior to the date of this release and that were included in the claims alleged in EEOC's complaint in United States District Court.

Date: _____ Signature: _____

EXHIBIT E (RELEASE FOR CHARGING PARTIES)

RELEASE

In consideration for \$ _____ paid to me by _____ in connection with the resolution of EEOC v. OUTBACK STEAKHOUSE OF FLORIDA, INC., et al 06 cv 1935, I waive my right to recover for any claims arising out of Charge number _____, filed with the Equal Employment Opportunity Commission. This release shall also include, but is not limited to, all claims of gender discrimination arising under Title VII of the Civil Rights Act of 1964 that I had against Outback Steakhouse prior to the date of this release and that were included in the claims alleged in EEOC's complaint in United States District Court.

Date: _____

Signature: _____

EXHIBIT F - NOTICE TO EMPLOYEES

This Notice is being posted as part of an agreed-upon settlement and mutually developed Consent Decree between Outback Steakhouse of Florida, LLC, OS Restaurant Services, Inc. d/b/a Outback Steakhouse ("Outback") and the Equal Employment Opportunity Commission (EEOC).

Unlawful Discrimination: Under federal law, it is unlawful for an employer to discriminate based on race, color, religion, sex, national origin, age (40 or over), or disability. This means that a supervisor or manager cannot make decisions about hiring, promotion, pay, or other conditions of employment, based on race, color, religion, sex, national origin, age (40 or over), or disability. This also means that the work environment should be free from harassment or ridicule based on race, color, religion, sex, national origin, age (over 40), or disability.

Unlawful Retaliation: It is also unlawful to discriminate or retaliate against any individual who reports or complains about what he or she believes to be unlawful discrimination based on race, color, religion, sex, national origin, age (over 40), or disability.

Reporting Improper Conduct: If you are aware of any events, conduct, or information, which you believe may indicate some improper discrimination or harassment, it is very important that you report the information so the necessary steps may be taken to investigate, identify, and promptly remedy any problems. You may report such improper to conduct to any of the following:

Reporting to Outback: Within the Outback organization, you may make such a report to the JVP of your Region, the Service Tech in your Region, to any manager in the restaurant where you work, to the Managing Partner of your restaurant, or to Bob Donovan, or Jaci Jolly at the Home Office. By reporting a problem to Outback, you do not waive any rights to file a charge of discrimination with the EEOC, or your state agency.

Please see your OSI Employee Policies Handbook or the Info Poster in your restaurant for contact information of the individuals you can call to report discrimination to Outback.

Reporting to the U.S. Equal Employment Opportunity Commission: The EEOC is responsible for enforcing federal laws prohibiting employment discrimination based on race, color, religion, sex, national origin, age (40 or over), or disability. You may directly contact the Denver Field Office of the EEOC, at any of the following numbers:

Telephone: 303.866.1300
TTY: 303.866.1950
Fax: 303.866.1085
Toll Free: 1.800.669.4000

The Denver District office of the EEOC is located at 303 East 17th Avenue, Suite 410, Denver, Colorado 80203. Contact information for other offices of the EEOC may be found on the EEOC's website www.eeoc.gov

EXHIBIT G (LETTERS OF REFERENCE)

[Outback Letterhead]

To Whom It May Concern:

Cathy Ryan worked at Outback Steakhouse in Wichita, Kansas from August 2004 to November 2007. During her employment, Cathy learned many positions including Head Wait and Key Supervisor. She was promoted to Front of the House manager in January 2006, and in this position, was responsible for managing the entire wait staff and other front of house employees in the restaurant. Cathy was a valued employee and will continue to be successful in her future endeavors.

Sincerely,

[OUTBACK LETTERHEAD]

To Whom It May Concern:

It is with great pleasure that I recommend Kelly Altizer. She was employed with Outback from early 2000 until 2004.

Kelly has always displayed a high degree of integrity, responsibility, and ambition. She is definitely a leader rather than a follower. She began with the company as a server and was promoted to a salaried manager. She also worked as our regional special events coordinator.

She is also a most dependable team player. Her good judgment and mature outlook ensure a logical and practical approach to her endeavors.

Kelly would be an asset to any organization, and I am happy to give her my wholehearted endorsement.

Sincerely,

[OUTBACK LETTERHEAD]

To Whom It May Concern,

Heather Joffe was employed at Outback Steakhouse from January 1997 to September 2005. She was in an excellent employee in all respects. Heather was competent in all aspects of the restaurant to the extent that she was in charge of training, scheduling, and administrative duties. Heather went through management training in December of 2004 and was promoted to traveling manager for the extent of her time with Outback. Heather was an excellent employee who worked hard, was very responsible, and has a great deal of potential.

Sincerely,

[OUTBACK LETTERHEAD]

To Whom This May Concern:

Jennifer Turner-Rieger was employed by Outback Steakhouse for over ten years in 1989, 1993-1994 and from September 1994 until February 2003. Prior to leaving Outback Steakhouse, Ms. Turner-Rieger had worked a number of years as manager of one of the largest and most successful Outback restaurants in Colorado. Ms. Turner-Rieger worked as a server, bartender, Administrative Assistant, Kitchen Manager, and had achieved the position of Service Manager, the second-highest position in a restaurant, when she left Outback. Although she never had the formal position of Proprietor of an Outback restaurant, she did an excellent job of performing many of the functions of a Proprietor for several years and, under Ms. Turner-Rieger's leadership, the restaurant was able to maintain some of the lowest costs and highest profits in the nation. In addition, Ms. Turner-Rieger was selected by Outback to train new employees in Hong Kong, Peru and Mexico City.

Ms. Turner-Rieger was an outstanding employee for Outback. She would be a great addition to any organization.

Sincerely,