

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No.: 5:16-cv-00654-BO**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

BOJANGLES' RESTAURANTS, INC.,

Defendant.

**DEFENDANT'S APPENDIX TO LOCAL
RULE 56.1 STATEMENT OF MATERIAL
FACTS**

In support of Defendant's Motion for Summary Judgment, Defendant Bojangles' Restaurants, Inc. submits the following evidence:

Exhibit A – Declaration of Sharon Irwin

Exhibit B – Declaration of Jeannine Eubanks

Exhibit C – Declaration of Kristen Bowden

Exhibit D – Declaration of Ashley Clocher

Exhibit E – Deposition of Jonathan Wolfe (April 27, 2017)

Pages: 46-47, 58-60, 68, 72-76, 80-83, 85-87, 93-98, 101-104, 106-116, 124, 128, 155-59, 190-92

Exhibit: 39

Exhibit F – Deposition of Sharon McCollough Irwin (April 25, 2017)

Pages: 9-12, 20-21, 38-40, 51, 106, 131-32

Exhibit G – Deposition of Jeannine M. Eubanks (April 13, 2017)

Pages: 60-63, 103-105, 125, 130

Exhibit: 3

Exhibit H – Deposition of Ella Riggins (April 26, 2017)

Pages: 28-31, 42, 58-65, 76-79, 88-89, 106-107, 113-14

Exhibits: 19, 20

Exhibit I – Deposition of Shimika Singleton (April 4, 2017)
Pages: 6-7, 12, 35-36, 48-49, 53
Exhibit: 3

Exhibit J – Deposition of Tanisha Hall (July 25, 2017)
Page: 18

This 28th day of July, 2017.

/s/Charles E. Johnson

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Rachael S. Steenbergh
U.S. Equal Employment Opportunity Commission
129 West Trade Street, Suite 400
Charlotte, NC 28202
rachael.steenbergh@eoc.gov

This 28th day of July, 2017.

/s/Charles E. Johnson

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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
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Defendant.

DECLARATION OF SHARON IRWIN

Sharon Irwin, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury:

1. I am employed as an Area Director by Bojangles'. I have been employed by Bojangles' since 1993.
2. I serve as the Bojangles' Area Director for a geographic area including about eight company-owned restaurants, including a restaurant located on Owen Drive in Fayetteville, North Carolina (the "Owen Drive restaurant").
3. In my capacity as Area Director, I am responsible for overseeing the hiring, training, and development of personnel at each of the five restaurants. I monitor and ensure profitability at each of the restaurants, and I have overall responsibility for the employees at the restaurants.
4. In my capacity as Area Director, I am also responsible for conducting investigations into reports of harassment and discrimination by or against Bojangles' employees.
5. I receive regular training from Bojangles' regarding the prompt, thorough, and accurate investigation of harassment and discrimination complaints.

6. I typically visit each restaurant for which I am the Area Director at least once per week in order to fulfill my routine job responsibilities, and I often visit restaurants for which I am the Area Director more than once per week in order to fulfill my routine job responsibilities.

7. I am familiar with a former Bojangles' employee named Jonathan Wolfe, whom I met shortly after Wolfe began working as a crew member at the Owen Drive restaurant in May 2012.

8. At no point during the times I observed or worked with Wolfe between May 2012 and his termination in February 2013 did Wolfe identify himself to me as a female, tell me that he preferred to be called any name other than Jonathan, or ask that I use female pronouns to describe him. I did not at any time observe Wolfe reporting to work in any female clothing, makeup, artificial fingernails, or jewelry that would indicate he identified or expressed himself as a female.

9. At no time did Wolfe complain to me about any gender-based discrimination or harassment that he believed he experienced while he was employed by Bojangles'. Likewise, I did not observe or learn from others of any gender-based discrimination or harassment directed at Wolfe.

10. Throughout his employment with Bojangles' until the time of his termination, I considered Wolfe to be a good employee. In fact, Wolfe was designated as a head cashier at the Owen Drive restaurant, given a favorable performance review, and awarded a raise during his nine-month tenure with Bojangles'.

11. At the suggestion of Ella Riggins, who was the Unit Director for the Owen Drive restaurant, I selected Wolfe as one of two Owen Drive restaurant employees to assist me in the opening of a new Bojangles' restaurant location located in Hope Mills, North Carolina. The

Hope Mills restaurant first opened on or about December 19, 2012. Wolfe began work on opening day and worked there for about two weeks thereafter assisting in the regular operations of the restaurant and training new crew members. Wolfe returned to work at the Owen Drive restaurant in early January 2013. Some of the paperwork relating to his return to the Owen Drive restaurant is dated in February 2013, but it simply reflects the lag in time between Wolfe's actual return to the Owen Drive restaurant and the entry of that information into Bojangles' payroll system.

12. During the time Wolfe worked at the Hope Mills restaurant, I also worked at the restaurant every day. At no time while I worked with Wolfe at the Hope Mills restaurant did Wolfe complain to me about his treatment at the Owen Drive restaurant.

13. On February 21, 2013, I learned that Wolfe was involved in some type of incident at the Owen Drive restaurant. I called Wolfe the same day to investigate the incident and to try to resolve it. During my call with Wolfe, Wolfe suggested that transferring him to the Bojangles' restaurant located on Raeford Road in Fayetteville would resolve his concerns. I agreed to the transfer. We also spoke about Wolfe's new hair extensions, and I told him that just like all other Bojangles' employees, he had to make sure his hair was properly restrained at work. At no point during our call on February 21, 2013 did Wolfe complain about any gender-based comments directed to him or indicate that the issues he had that day were due to anything other than his new hair extensions. Likewise, none of my investigation into the February 21, 2013, including my conversations about it with Jeannine Eubanks and Ella Riggins, indicated that Wolfe had or was complaining about any gender-based comments directed to him.

14. Less than a week later, on February 27, 2013, I learned about another incident involving Wolfe at the Owen Drive location. On that date, I spoke by telephone with Riggins,

who told me that Wolfe had returned to the Owen Drive restaurant – after I had previously requested that he not go back to the Owen Drive restaurant – where he spoke disrespectfully to Riggins and held up the line of customers waiting to place or receive orders. I advised Riggins to call the police if Wolfe refused to leave the restaurant.

15. Following my call with Riggins, I called Wolfe to discuss the incident. During our call, Wolfe became belligerent with me, cursed at me and about others, and insisted that he did not have to follow my instructions because he was a customer.

16. As a result of Wolfe's conduct on February 27, 2013 – being insubordinate and disrespectful, and cursing at me – I terminated Wolfe's employment. I informed Wolfe at the end of our phone call that his employment with Bojangles' had ended. I did not consult with anyone at else at Bojangles' about my decision to terminate Wolfe before I informed Wolfe of his termination.

17. I based my decision to terminate Wolfe solely on his conduct on February 27, 2013. Wolfe's sex, gender identity, or alleged complaints about discrimination had no bearing whatsoever on my decision to terminate Wolfe's employment.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 25th day of July, 2017.



Sharon Irwin

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
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**U.S. EQUAL EMPLOYMENT
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Plaintiff,

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BOJANGLES' RESTAURANTS, INC.,

Defendant.

**DECLARATION OF
JEANNINE M. EUBANKS**

Jeannine M. Eubanks, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury as follows:

1. I am an adult citizen and resident of Mecklenburg County, North Carolina.
2. I make this affidavit in support of the Motion for Summary Judgment of Bojangles' Restaurants, Inc. ("Bojangles'"), and I have personal knowledge of the facts stated herein.
3. Bojangles' operates or franchises about 700 fast food chicken and biscuits restaurants in 12 states and the District of Columbia. Bojangles' corporate office is located in Charlotte, North Carolina.
4. Bojangles' owns and operates a restaurant in Fayetteville, North Carolina, located at 1901 Owen Drive, Fayetteville, NC 28204 ("the Owen Drive Restaurant").
5. I have worked with Bojangles' for more than thirty-five (35) years. I have worked in the Bojangles' Human Resources Department since August 1995. I served as Bojangles' Director of Human Resources from 1997 until 2005. Since that time I have served as Bojangles' Senior Director of Human Resources.

6. As Bojangles' Director of Human Resources and Senior Director of Human Resources, I have had the responsibility of implementing and enforcing Bojangles' employment policies and procedures. I am also the person responsible for maintaining the personnel files of all Bojangles' employees, including the personnel file of Jonathan Wolfe, on whose behalf the Equal Employment Opportunity Commission has brought this lawsuit.

7. At all times relevant to this lawsuit, Bojangles' has had an effective Equal Employment Opportunity Policy and a Harassment/Discrimination Policy. These policies are contained in Bojangles' Employee Handbook. (A copy of Bojangles' Employee Handbook is attached hereto as Exhibit A and incorporated herein by reference.) Wolfe signed an Employee Handbook Acknowledgement on May 4, 2012 acknowledging that he had reviewed Bojangles' Employee Handbook and its policies. (A copy of Wolfe's signed Acknowledgment is attached hereto as Exhibit B.)

8. The Harassment/Discrimination Policy is also provided to employees separately and reviewed with employees as part of Bojangles' new hire procedures. Wolfe signed and acknowledged Bojangles' Harassment/Discrimination Policy on May 4, 2012. A copy of the Harassment/Discrimination Policy in effect during Wolfe's employment and executed by Wolfe is attached hereto as Exhibit C and incorporated herein by reference.

9. Pursuant to its Employee Handbook and Harassment/Discrimination Policy, Bojangles' strictly prohibits any form of discrimination or harassment against its employees based on any prohibited factor, including sex and gender.

10. Bojangles' has a clear, published policy that outlines the procedures employees must follow in reporting claims of suspected harassment. The policy is contained in both the Employee Handbook and the separate Harassment/Discrimination Policy referenced above.

Specifically, the policy requires employees who believe they have been harassed to report incidents of harassment, discrimination or retaliation to their Unit Director, Area Director, Regional Vice-President, Director of Human Resources, the Human Resources Hotline or the Employee Awareness Hotline. (See Exhibits B and C.)

11. Sharon Irwin (formerly Sharon McCullough) served as the Area Director over the Owen Drive Restaurant where Wolfe worked. In my capacity as Director of Human Resources, I regularly monitor the Human Resources Department Harassment Hotline, which is a toll-free number that rings directly in Bojangles' corporate office. Additionally, the ServiceCheck employee hotline number was available and posted in the Owen Drive Restaurant.

12. Bojangles' conducts periodic training for Area Directors on human resources matters, including harassment and effective investigations of harassment complaints. Bojangles' additionally conducts periodic training for all manager trainees on its harassment policies and reporting procedures.

13. Bojangles' also conspicuously has posted in each restaurant, including the Owen Drive Restaurant, a notice regarding its Employee Awareness Hotline, also commonly referred to as the ServiceCheck employee hotline. The ServiceCheck employee hotline is another alternative for employees to report harassment in the workplace. ServiceCheck is a third-party provider that receives complaints or concerns from Bojangles' employees via a toll-free number. The posted hotline notice requests that employees report any illegal, improper or unethical activities that cause harm to the company, any team member/employee or any Bojangles' customer. The notice specifically references harassment as an example of misconduct that must be reported.

14. Bojangles' maintains and distributes specific personal appearance policies that are expressed in its employee handbook. In the version that was in effect during times relevant to this action, Bojangles' Personal Appearance policies appeared on pages 11-13 (*see* Exhibit A.)

15. Because its restaurant employees regularly participate in food preparation or are present in food preparation areas, Bojangles' has adopted and enforces strict rules regarding the dress and appearance of its employees. For example, Bojangles' personal appearance policy forbids excessive makeup or jewelry, limits the length of fingernails and prohibits artificial nails, and requires that hair must be "neat and under control at all times . . . all team members' hair must be covered by a hat." (*See* Exhibit A at 11.) Bojangles' enforces these policies without regard to the gender of its employees.

16. According to Bojangles' personnel records, Wolfe began working for Bojangles' at its Owen Drive Restaurant as a crew member on or about May 9, 2012. Wolfe worked part-time and was employed with Bojangles' about nine months, until Wolfe's employment was terminated on February 27, 2013.

17. According to Bojangles' personnel records, Kristen Bowden was employed at Bojangles' Owen Drive Restaurant from March 27, 2012 until September 7, 2012. At that time, Bowden began working at a Bojangles' restaurant on Raeford Road in Fayetteville, North Carolina.

18. During Wolfe's employment with Bojangles', I spoke with Wolfe on only one occasion. Wolfe called my office in Charlotte (either through our main switchboard or the Human Resources hotline) during the morning of February 21, 2013. During the call, Wolfe told me that he was an employee at the Owen Drive restaurant and had a problem with his Unit

Director concerning his new hair extensions. Wolfe identified himself as Jonathan during our call and did not ask that I refer to him by any other name or as a female.

19. Wolfe told me that he believed that he might be subject to termination because of his new braided hair extensions, on which he had spent over \$200. Wolfe did not allege that his Unit Director, Ella Riggins, made any gender-based comment to him or told him that he needed to act like a man. Likewise, none of the concerns he expressed to me during our call had anything to do with gender-based harassment. Wolfe was concerned exclusively about his new braided hair extensions, how much he had spent on the extensions, and whether he was going to keep his job at Bojangles'. I asked Wolfe during our call whether he would agree to having Sharon Irwin, the Area Director, investigate and address the situation. Wolfe agreed.

20. During my call with Wolfe, I made a note that Wolfe "alleges he talked to Sharon [Irwin] about derogatory remarks made to him because of sexual preference." In making this comment to me, Wolfe was not complaining to me about ongoing incidents of harassment. Instead, he was letting me know about an instance in which Irwin had previously addressed an issue for him. I was satisfied after my call with Wolfe and my follow-up call with Irwin that there was no ongoing conduct to be addressed. I did not tell Irwin that Wolfe had made a complaint about ongoing harassment or derogatory remarks.

21. I did not participate in, nor was I consulted regarding, Irwin's decisions to transfer Wolfe and later terminate Wolfe's employment.

22. Bojangles' fully complied with its policies prohibiting harassment and acted in good faith at all times with respect to Wolfe and his allegations of alleged harassment.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the
26 day of July, 2017.



Jeannine M. Eubanks

EXHIBIT A

DISCLAIMER

NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE, NOR SHALL IT BE INTERPRETED TO CREATE, A CONTRACT OR AGREEMENT OF EMPLOYMENT, OR ANY PART OF A CONTRACT OR AGREEMENT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED. THE RELATIONSHIP BETWEEN BOJANGLES' RESTAURANTS, INC. AND ITS EMPLOYEES IS STRICTLY THAT OF EMPLOYMENT AT-WILL.

I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE FOREGOING DISCLAIMER. I FURTHER ACKNOWLEDGE THAT ALL PREVIOUSLY ISSUED EMPLOYEE HANDBOOKS ARE WITHDRAWN BY AND ARE OF NO FURTHER FORCE OR LEGAL EFFECT.

Name of Employee

Signature of Employee

Date

Dear Employee:

This is your Employee Handbook. It is meant to be an informative guide to the principles, policies, procedures and benefits of Bojangles' Restaurants, Inc. ("the Company" or "Bojangles"). After completing orientation and reading the Handbook, you should have a better understanding of what to expect from the Company and what we expect from you.

Our most important message to you is that we appreciate your efforts and contributions to the Bojangles' Brand. Our team members who are serving customers, preparing food, and keeping our restaurants clean are the real heroes of our business. We do know that working in a restaurant can be challenging and even stressful at times, but it also offers a great opportunity to work in a team environment and gain a tremendous amount of real world experience.

Your number one job is to take care of the customer by providing *Star Service*. The Company's Star Service culture includes five key point of difference which are defined as the simple, but specific, opportunities we have in all of our restaurants to elevate the level of service. When executed properly, they will propel us way past our competition and give us a unique opportunity to exceed our customers' expectations. Understanding these points of difference and how you can implement them properly will help us win customers from other restaurants.

- **Speak To Me** - Greet/Speak to every customer that you come in contact with - just saying Hello can make a difference
- **Act Like You Care** - This is nothing more than being nice - look at them - pay attention to what they are saying - Smile
- **Hurry** - This is the 'Fast' food business - Move quickly and with a purpose - anticipating and **responding** to the customer's needs
- **Get It Right** - Making sure the order is accurate is critical (75% of meals are eaten away from the restaurant - no chance to correct later) - meet the expectations on Quality
- **Bring Me Back** - Thank customers - let them know you appreciate their business and genuinely want them to return - Great Tasting Food, Friendly Efficient Service in a Clean Restaurant

Our Company's Vision is "*To create a culture based on trust, effective leadership and total commitment that is without equal*". Culture can be defined as "the way we do things around here".

- Trust is defined as developing relationships by being truthful and honest in all things with employees and customers. We can count on each other.
- Effective Leadership is about our commitment to develop leaders who positively influence our people through integrity, example, training and advancement; and our commitment to customers through outstanding service and quality.
- Total Commitment is our promise to act in the best interest of our people, our customers, our company and the Bojangles' Brand.
- Without Equal sets the highest standard possible! Do you want to be part of making something very special?

We hope you will be happy working at Bojangles'. The Company will continue to offer competitive pay rates and benefits; and will provide you a safe and pleasant working environment. Although this handbook may change or be revised to keep it current, our commitment to you will not change. That's because we believe you are our most valuable asset!
Welcome to Bojangles'

The Bojangles' Leadership Team

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HISTORY OF BOJANGLES'

In 1977, Bojangles' Famous Chicken N' Biscuits was founded in Charlotte, NC. The first restaurant was built at the corner of West Blvd. and South Tryon. Bojangles' began as the dream of two veteran food operators who foresaw a rising consumer demand for wholesome, "made-from-scratch" meals offered in the convenience of a quick-service environment.

Today, Bojangles' has grown to become a major restaurant chain operating under the name of Bojangles' Restaurants, Inc. Approaching 500 restaurants, company-owned and franchised, Bojangles' has successfully expanded the concept throughout the Southeast.

PURPOSE OF HANDBOOK

The purpose of Bojangles' Employee Handbook is to provide you with general information on our policies and procedures. Because of the nature of our operations, the work environment and the accommodations necessary for individual situations, the policies and procedures set out in the Handbook may not apply to every employee or to every situation.

Bojangles' may change or revise policies or procedures relating to your employment as we consider necessary, using sole discretion, either in individual or company wide situations, with or without notice in accordance with applicable law.

EMPLOYMENT INFORMATION

The Company is committed to a work environment in which all employees are treated with respect and dignity. Each employee has the right to work in a professional setting that promotes equal employment opportunities and prohibits all forms of discrimination and harassment. The Company expects that all relationships among employees will be business-like and free of prejudice and harassment.

EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Bojangles' to provide equal employment opportunities, consistent with federal, state and municipal equal employment opportunity laws, to all persons regardless of race, color, religion, sex, gender, age, national origin, disability, genetic information, pregnancy or any other characteristic protected by law. The Company prohibits and will not tolerate discrimination or harassment based on any of these protected characteristics. This policy applies to all terms and conditions of employment.

Any disabled person requiring a reasonable accommodation under the Americans with Disabilities Act, as amended, to perform the essential functions of his/her position should make a request for accommodation to the Director of Human Resources at 1-800-849-3360, Ext. 8634.

EMPLOYMENT INFORMATION (Cont'd.)

ANTI-HARASSMENT/DISCRIMINATION POLICY

Bojangles' does not tolerate any form of illegal workplace harassment and/or discrimination by any of its employees, customers or vendors. Any form of illegal harassment or discrimination that is related to an individual's race, color, religion, sex, gender, age, national origin, disability, genetic information, pregnancy, or any other characteristic protected by law is a violation of this policy for which appropriate disciplinary action will be taken.

For purposes of this policy, harassment includes any type of misconduct based on any protected characteristic that is unwelcome to any employee. No policy can identify the full range of behaviors that are unacceptable in the workplace or that constitute harassment. Prohibited acts can take a variety of forms. Harassment on the basis of any protected characteristic is strictly prohibited. Harassment can include verbal or physical conduct that demeans or shows hostility or dislike toward another employee because of his/her race, color, religion, sex, age, national origin, disability, genetic information, pregnancy or any other characteristic protected by law, or that of his/her relatives, friends or associates, and that;

- (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; displaying written or graphic materials in the workplace that demeans or shows hostility toward an individual employee or group of employees.

Sexual harassment constitutes discrimination based on sex or gender and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual or gender-based nature when, for example;

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (ii) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors may include, but are not limited to, unwanted physical conduct, including touching, pinching, brushing the body, blocking movement or any physical interference with normal movement. Verbal harassment includes offensive comments, jokes, innuendoes and sexually oriented statements and comments that ridicule, insult or otherwise

EMPLOYMENT INFORMATION (Cont'd.)

demeans an employee's gender. Sexual harassment may also include non-verbal conduct such as displaying sexually suggestive objects, pictures, graffiti or making obscene gestures.

This policy applies to all applicants and employees, and prohibits harassment, discrimination and retaliation whether engaged in by an employee, by a manager or supervisor or by someone not directly connected to the Company (a vendor, consultant or customer). Conduct described in this policy is unacceptable in the workplace and in any work-related setting, such as business trips, meetings and business-related social events.

RETALIATION

The Company prohibits retaliation against any individual who makes a good faith report of discrimination or harassment in the workplace. Likewise, the Company prohibits retaliation against any individual who assists or participates in the investigation of such reports. Retaliation is a serious violation of this policy, and anyone engaging in such conduct will be subject to disciplinary action, up to and including immediate termination of employment.

Reporting an Incident of Harassment, Discrimination or Retaliation

The Company requires employees to immediately report all incidents of harassment, discrimination or retaliation, regardless of the offender's identity or position within the Company. Any person who believes they have experienced or witnessed harassment, discrimination, retaliation or other conduct that is contrary to this policy must report it to his/her Unit Director, Area Director, Regional Vice-President or the Director of Human Resources at 1-800-849-3360, Ext. 8634. Employees may also call the Human Resources Hotline at 1-800-849-3360, Ext. 8401 or the Employee Awareness Hotline at 1-800-514-4227 to make a report. No one is authorized to tell or even suggest to any employee that he/she not report a violation of this policy. Any employee who has any questions or concerns about this policy may contact the Human Resources Department.

Immediate reporting and intervention are the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. The Company will conduct a prompt investigation of all complaints of harassment, discrimination and retaliation. Every effort will be made to keep matters related to the investigation confidential to the extent reasonably possible. Appropriate corrective or disciplinary action will be taken against any employee who has violated this policy.

FRATERNIZATION

Working relationships must remain on a professional, business-like basis at all times to avoid the perception of sexual harassment, discrimination or the appearance of preferential treatment. Personal relationships between supervisors and subordinates are strongly discouraged particularly where a direct reporting relationship is present. At its discretion, the Company may prohibit such relationships and/or appropriate action will be taken in the event the relationship causes a business concern.

EMPLOYMENT INFORMATION (Cont'd.)

EMPLOYMENT OF RELATIVES

Bojangles' permits the employment of qualified relatives as long as such employment does not, as determined in the discretion of Bojangles', create actual or perceived conflicts of interest. For the purpose of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin or corresponding in-law or "step" relation.

Bojangles' may, but is not required to permit the relatives of employees to work in the same Bojangles' facility provided there is no direct reporting or supervisory relationship. No relative will be permitted to work in any position in which Bojangles' believes an inherent conflict of interest may exist. In the event a relationship causes a conflict of interest, appropriate corrective action will be taken.

EMPLOYMENT REQUIREMENTS

There are certain requirements that generally must be met before the applicant can be employed by Bojangles'. A partial list is as follows:

1. Online Application: Anyone desiring employment with Bojangles' must complete the Company's online application and submit to a criminal background check.
2. Telephone: We strongly recommend that you have telephone service at your home or through a cell phone so you can be in contact with your management team and co-workers.
3. Transportation: Reliable transportation is required of all employees. Whether you walk to work, ride the bus, ride with a friend or relative, or drive your own car, it is your responsibility to arrive at work when scheduled. Transportation problems are not acceptable reasons for an absence or tardiness.

Restaurant managers are required to have a personal vehicle in order to meet the requirements of the job. Restaurant managers are generally prohibited from providing transportation for employees as this may create the perception of preferential treatment or lead to reports of alleged sexual harassment. Any manager who regularly provides transportation for employees will be subject to disciplinary action, which may include termination.

4. Minimum Age: Bojangles' employees must be sixteen (16) years of age or older. If you are between the ages of sixteen (16) and eighteen (18), you may be required to verify your age and/or provide any documentation that is required by the laws of your state (work permit) before starting work.
5. Social Security Card/Number: To ensure Social Security deductions are *properly* credited to the correct account, you will need to provide a verifiable social security number. The Company reserves the right to verify your social security number with the Social Security Administration. Upon receiving your first paycheck, you should verify that the social security number on your check is correct.

EMPLOYMENT INFORMATION (Cont'd.)

6. Employment Eligibility Verification (I-9 Form): You must present proof of identity and employment eligibility prior to your first day of work. The Company participates in the federal E-Verify program where required by state law.
7. Transfers and Rehires: All transfers from one restaurant to another restaurant must be approved by the Area Director.

No former management employee will be rehired without prior approval from the Regional Vice President and/or Vice President of Human Resources. No former crew member will be rehired without prior approval from the Area Director and Human Resources Department. Former employees who are eligible for rehire must successfully complete the online application and criminal background check before being considered for rehire. Former employees who were terminated for cause or who failed to give and work a two-week notice will not be eligible for rehire.
8. Seasonal Employees: A seasonal employee is one who is attending school in another city. The employee remains actively employed but on a "seasonal leave" while at school. The employee will be permitted to work while home during the summer months or during school breaks.

ON THE JOB

STAR SERVICE

Star Service is an important element of the Company's operating philosophy. The Company has clearly defined our service culture with five points of difference. *Speak to Me* establishes the all important first impression between Bojangles' and the customer. *Act Like You Care* is being nice and interacting positively with the customers. *Hurry* is providing quick, efficient service to each guest. *Get It Right* is providing the customer with a great experience through quality products, accuracy and speed of service. *Bring Me Back* makes customers visit us again and again. Finding ways to say *Yes* to our customers instead of no will make them lifelong fans. Make it your mission every day to give customers what they want and what they expect.

PERSONAL APPEARANCE

1. Grooming: Good grooming and a neat personal appearance are extremely important and reflect pride in your work in the restaurant. They also project a positive image to our customers. Therefore, you should always present a clean and professional appearance.

Hair should be clean, combed/brushed, and neat and under control at all times. Rubber bands, hair bands, bows, a hairnet, etc. may be necessary to properly secure the hair and all team members' hair must be covered by a hat. Managers must meet the same requirements when working in food preparation positions.

Men may have a mustache and/or goatee. However, both must be neat and trimmed regularly.

ON THE JOB (Cont'd.)

Excessive makeup or jewelry should not be worn. Watches, wedding rings, engagement rings or class rings are permitted, but not recommended. No bracelets are allowed other than medical ID's. Necklaces may be worn inside your uniform. Dime sized hoop earrings and/or small stud post earrings may be

worn and no more than two per ear at a time. Gauge earrings, nose, lip, eyebrow, tongue, etc. rings are not permitted.

Fingernails must be neatly trimmed and clean. Artificial nails (including acrylic or sculptured nails) and/ or nail polish may not be worn in food preparation areas.

Otherwise, nails may not be longer than ¼ inch beyond the fingertip and may not include jewels. Employees should use good judgment when selecting nail color.

Tattoos must be in good taste. The manager will determine if the tattoo should be covered because the design or slogan may be offensive to customers.

Note: State regulatory requirements take precedence over these policies.

2. Hygiene: Personal hygiene is extremely important in the food service industry. Harmful bacteria are easily transferred when good personal hygiene is not practiced. One sick or infected employee who does not follow good hygiene habits could be responsible for the outbreak of disease or food borne illness that could affect many customers and employees. Good personal hygiene starts at home before the work day begins. A personal hygiene regime should include:

- Bathing daily and using deodorant
- Brushed teeth
- Clean hands and nails
- Clean-shaven
- Clean pressed clothing

Washing your hands is mandatory before preparing and handling food, or after any of the following activities:

- Breaks and smoking
- Visiting the restroom
- Handling money
- Performing maintenance or cleaning duties

To avoid possible contamination of food products, you should also wash your hands if you cough or sneeze on them; put your hands in your pockets; or touch them to any part of your body, including your face or hair.

3. Official Bojangles' Uniform: As a new employee, you will receive a Bojangles' uniform consisting of a Bojangles' shirt, hat and name tag which must be worn at any time that

ON THE JOB (Cont'd.)

you are at work. You will be responsible for the rest of your work clothing, including the following:

Crew members:

- Black pants
- Solid dark belt (Pants must be belted at the waist when pants have belt loops. Pants must be worn properly, not low on the hips.)
- Bojangles' approved jackets and/or sweaters
- Proper undergarments
- Solid dark brown or black leather shoes with hard top, closed toes and non-skid soles. No sandals, flip-flops, mules or canvas shoes may be worn in the restaurant.

Management Uniform (including Shift Managers):

- Cotton twill pants (khaki, dark blue and black)
- Solid dark belt (Pants must be belted at the waist when pants have belt loops. Pants must be worn properly, not low on the hips.)
- Bojangles' approved jackets and/or sweaters
- Proper undergarments
- Solid dark brown or black leather shoes with hard top, closed toes and non-skid soles. No sandals, flip-flops, mules or canvas shoes may be worn in the restaurant.

The number of uniforms you receive will be determined by your work schedule. However, you will receive a minimum of two shirts. You are responsible for keeping your uniforms neat and clean. Lost or damaged uniforms must be replaced or repaired at your expense unless the uniform is damaged while you are on the job.

4. Employees are required to dress appropriately; wear the official uniform when at work or business attire when attending other Company functions. Please use good judgment in your choice of work clothes and conduct yourself professionally and in a way that best represents Bojangles'.

NOTICE OF STATUS CHANGE

Please keep Bojangles' informed of any change that may affect your benefits or payroll tax withholdings. It is very critical that we always have your correct address (for mailing your W-2) and phone number in case of emergency.

EMPLOYEE COMPLAINT PROCEDURES

In any organization of our size, where people work closely together as a team, misunderstandings may arise. You may have a problem or concern regarding your employment or an employment-related issue. In most cases, you should first discuss the problem with your manager. If that fails, go to the next level of supervision as indicated below:

ON THE JOB (Cont'd.)

1. Manager-in-Charge; 2. Unit Director; 3. Area Director; 4. Regional Vice President

If your efforts to resolve the disagreement do not work, or you do not feel comfortable discussing the issue with your manager, you may contact the Human Resources Department at the Support Center in Charlotte, NC at any time at 800-849-3360. **Please note any complaint regarding discrimination, harassment or retaliation must be reported in accordance with Anti-Harassment/Discrimination Policy as directed beginning on page 8.**

TELEPHONE /CELL PHONE USAGE

The telephone in the restaurant is provided for business and emergency use only. Personal calls are not to be made or received during business hours except in cases of emergency or to notify someone of a change in your work schedule.

Cell phones must be turned off while employees are on the clock. Employees are only allowed to make personal calls or send text messages during regular break periods. Because most cell phones have the capability to take photographs or video, employees are prohibited from taking photographs or filming video anywhere on Company property, and circulating photos and videos of employees or Company property.

SOCIAL MEDIA

Social media can be defined as any website or medium (including video) that allows communication in the open and without restriction. Social media is not only a way for the Company to reach consumers and market our brand but it is also a source of networking and communication between people. Common, well-known social networking sites include MySpace, Facebook and Twitter.

While the Company recognizes your right to interact socially on the internet through blogging and social media, you are expected to protect the privacy, confidentiality, reputation and interests of the Company and its current and future employees, partners and customers.

If you are developing a website or writing a blog that will mention the Company and/or our current products, employees, owners, customers or competitors, you must obtain prior approval from the Human Resources Department. If approved, you must acknowledge that you are an employee of the Company and that the views expressed on the blog or website are yours alone and do not represent the views of the Company.

You may not share confidential, proprietary or trade secret information about the Company, its products, sales, finances, employees or any information, including the use of Company logos that has not been approved for release or use by the Company.

You may not engage in name calling, slander or behavior that will reflect poorly on the Company in any fashion, our current, former, or future employees, customers or competitors. Blogs, postings and comments made via the Internet should be respectful and honor the privacy rights of our employees and customers. Violations of this policy, including but not limited to

ON THE JOB (Cont'd.)

making unfounded or derogatory statements about the brand or misrepresenting the Company, will result in disciplinary action, up to and including immediate termination of employment.

The Company reserves the right to search and view employee's social media sites and Internet activity, and to use this information for legitimate employment decisions which may include disciplinary action in accordance with applicable law.

CONFIDENTIAL INFORMATION

Bojangles' has devoted substantial time and effort to developing unique methods of preparing our products. Therefore, all information pertaining to the restaurant, operations, equipment, products, management, business plans, strategies, processes, forecasts, financial information, customer information, personnel or employee information, development plans or marketing is confidential and should be treated as such. If someone asks you questions regarding Bojangles' methods of operations, please refer that person to the Manager-in-Charge (M.I.C.).

Only authorized personnel should be permitted in the kitchen area of the restaurant. Individuals representing government agencies may be given access to the restaurant after showing proper identification to the M.I.C. Members of the press, sales people or anyone soliciting information may not enter the kitchen. Advise these individuals to contact the Regional Vice President for information or permission to access the restaurant.

Negative comments, rumors, gossip, and hearsay about other employees and managers is prohibited. Employees, including managers, who release confidential information, will be subject to disciplinary action, up to and including termination.

Employees' obligation to maintain the confidentiality of Bojangles confidential, proprietary and/or trade secret information survives termination of employment.

REFERENCES/WAGE VERIFICATIONS

All requests for information about Bojangles' employees must be forwarded to the Human Resources Department. This includes, but is not limited to, DSS, Medicaid or Housing Authority forms, subpoenas for employment records, wage and employment verifications, EEOC and ESC claims. Managers are not permitted to give references, provide wage information or any other employment information for hourly or salaried employees. Telephone inquiries for such information should be referred to the Human Resources Department.

MEALS AND BREAKS

While Department of Labor guidelines do not require employers to give breaks, the Company will extend breaks to employees in accordance with the needs of the business. Time for meal periods and breaks will be determined by the M.I.C or the Unit Director on a shift by shift basis for each restaurant. Breaks lasting less than twenty (20) minutes will be paid breaks. Breaks lasting twenty (20) minutes or longer will be time off without pay and non-exempt employees must be off the clock.

ON THE JOB (Cont'd.)

Employees are prohibited from leaving the restaurant while on break. You are allowed to eat or drink only in designated areas. Remember, it is your responsibility to clean up behind yourself. Drink cups should not be left on the frontline or in food preparation areas. Employees are encouraged to “sip and toss” drinks.

SMOKING

Bojangles' is a smoke-free facility. Employees may smoke only in the designated areas behind the dumpster gate, away from customer view. No smoking is permitted in the restaurant office or next to the entrances to the building. Employees should not leave the building after dark to smoke. Cigarette butts and trash should be disposed of properly.

CAREER OPPORTUNITIES

TRAINING

As part of your orientation, you will view training materials about the key elements of the Company's operating philosophy; biscuits, chicken, tea and service; and review the Operations Manual and other training materials. It is very important that you pay close attention to the videos and to the trainer when you are being trained. If you have questions or do not understand the material, you should always ask someone to explain it.

WORK STATIONS

There are various work stations in every Bojangles' restaurant: the front line, the biscuit table, grills, etc. All are important to the work flow and success of the restaurant and it is important that you do the best you can at whatever job you are doing. Although you may be assigned to a particular work station, you should understand that you will be cross trained on multiple tasks and you may be directed to help any other station as the need arises.

ADVANCEMENT

Training is designed to help you reach your full potential. Employees who have achieved the level of excellence required of their position may also apply to be considered for management training. Restaurant management positions may include one or more of the following: Assistant Unit Director, Dinner Manager, Unit Director or Training Unit Director.

WORK SCHEDULES

HOURS

Prior to employment, you should have come to an understanding with the Unit Director as to the hours or any particular assigned work days you are available to work. The Company does not

WORK SCHEDULES (Cont'd.)

guarantee a specific number of hours for employees each work week. While specific hours may be set initially, the needs of the business and individual performance will dictate when and how many hours you work. Accordingly, your work schedule may be subject to change in the Company's discretion based on its business needs.

WORK SCHEDULES

Restaurant work schedules are posted on the bulletin board on Thursday for the following week. Be sure you know how to read the schedule and where it is posted in your restaurant. When the schedule is posted, be sure to check the dates and times closely. It is your responsibility to know your schedule and to report to work when scheduled.

The Unit Director or the affected manager-in-charge (M.I.C.) may make changes to the schedule. If management changes your schedule, you will be given proper notification. If you need to change your work schedule, the change must be approved in advance by the Unit Director. Notify the M.I.C. of any last minute changes resulting from sickness or emergency. The absence must be approved by the M.I.C.

TIME OFF

Requests for time off should be given to the Unit Director, in writing, no later than one week prior to the date requested off. There is no guarantee that a request for time off will be approved since the demands of the business take first priority. If more than one employee asks for the same day(s) off, the scheduling decision will be made at the Unit Director's discretion.

TIME RECORD

All crew members must "clock" in and out to record the hours worked each day. Each employee is issued a personal badge (green magnetic swipe card) to be used to clock in and out at the register. You should not clock in before your scheduled starting time or clock out after your scheduled stopping time unless authorized by your manager. Accurate entries will ensure that you are paid correctly for all the time you work in a week. Any changes made by management to your clock in or out record are to be signed by both you and your manager. Do not go behind the front counter and clock in before you are ready to begin working.

At the end of each work shift when you clock out, you will receive a printed record of your hours worked on that shift. You should check and save these receipts to compare with your paycheck. If you find an error in your paycheck, notify the Unit Director immediately. Be prepared to present your time punch receipt to verify the error.

Remember, failing to clock in and out may result in an error on your paycheck.

Never change another employee's time record or use another employee's swipe card. Likewise, falsifying your own time record is strictly prohibited and either violation will be grounds for disciplinary action, including immediate termination of employment.

No crew member is permitted to work "off the clock" at Bojangles'.

ATTENDANCE

You are expected to report to work when scheduled and on time. If you must be absent or tardy, you must inform the M.I.C. at least two (2) hours before your scheduled work time. It is your responsibility to call to report an absence or tardiness. Do not have family members, friends, and etc. call for you. **Text messaging is not an acceptable form of communication with the manager.**

Excessive, unexcused absenteeism and tardiness reflect on your work record and may be grounds for disciplinary action up to, and including, termination of employment. Failure to report to work as scheduled and failure to communicate with your manager before the end of the scheduled shift (“no call no show”) may be considered a voluntary resignation by you.

Bojangles’ will strive to provide work whenever you arrive for your scheduled shift. However, we can not guarantee that you will always work the days or hours scheduled. The needs of the business will determine your work schedule. If you report to work and the restaurant is closed or no work is available due to factors beyond our control, no compensation will be given unless required by applicable law.

PAID TIME OFF

Bojangles’ realizes that occasionally circumstances may require your absence from work. You are generally eligible for paid time off, or an unpaid leave of absence, if you have at least one year of continuous service. All absences generally require prior approval from your Unit Director. The following are types of paid time off available to all employees:

- Jury Duty: All employees summoned for jury duty are provided with excused time off in accordance with applicable law regardless of the length of employment with the Company. Eligible employees with at least one year of continuous service who are summoned for jury duty will be excused from work with pay for the first two weeks of jury duty. Employees will be excused but unpaid for jury duty exceeding two weeks. Eligible employees will be reimbursed the difference between the employee’s regular weekly earnings and the jury duty pay issued by the court. Employees summoned for jury duty must furnish proof of their jury service and payment in a written statement from the court. Employees only receive payment for days served when those days are scheduled work days. Employees with less than one year of service will be excused from work without pay and will be required to furnish proof of jury service in a written statement from the court.
- Bereavement: Qualified employees will be granted up to three (3) days paid leave in the event of the death in the immediate family. The immediate family includes spouse, child, and grandchild, parent, brother, sister, grandparent or parent-in-law. Only scheduled work days missed are eligible for pay and they must occur within one week of the death. Pay for crew members will be calculated using average weekly earnings. Employees with less than one year of service will be excused from work without pay

ATTENDANCE (Cont'd.)

LEAVE OF ABSENCE

- **Military Reserve Training:** Qualified employees ordered by the United States Armed Forces or National Guard to participate in annual training will be granted a leave of absence. Employees should notify the company at the time of employment of their participation in the military reserve. A schedule of the annual training dates should be provided on a timely basis. Bojangles' will pay the difference between the employee's military pay and his/her average weekly wages, not to exceed two (2) weeks in a calendar year. A copy of the military order and proof of military pay is required in order to receive these payments.
- **Military Leave:** Eligible employees who are absent from work for service in the uniformed services will be provided unpaid military leave and afforded reinstatement and other rights in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may apply accrued paid leave for necessary military leave if they wish; however, they are not obligated to do so.

Please contact the Human Resources Department if you have questions about military leave or need to request a covered leave.

- **Family and Medical Leave (FMLA):** An eligible employee can take up to 12 weeks, or a combined total of 26 weeks in the case of a servicemember family leave, of unpaid leave within a 12-month period pursuant to the Family and Medical Leave Act (FMLA). To be eligible for FMLA leave, the employee must have been employed by Bojangles' for at least 12 months and worked at least 1,250 hours in the last twelve months.

Reasons for Leave

An employee may take FMLA leave for any of the following reasons:

- (1) The birth of a child and to take care for the newborn child.
- (2) The placement of a child with you for adoption or foster care.
- (3) To care for a spouse, child, or parent ("covered relation") with a serious medical condition.
- (4) Due to the employee's own serious medical condition if the employee is unable to perform the functions of his position.
- (5) Due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or an order to active duty) in the National Guard or Reserves in support of a contingency operation.
- (6) To care for a servicemember who is the employee's spouse, child, parent or of whom the employee is the next of kin, if the servicemember is recovering from a serious illness or injuries sustained in the line of duty while actively deployed in the United States Armed Forces, including active duty members of the National Guard or Reserves.

ATTENDANCE (Cont'd.)

Leave due to reasons (1) or (2) must be completed in a single consecutive block of time within the 12-month period beginning on the date of birth or placement. In addition, if the employee and the employee's spouse are both employed by Bojangles', their combined FMLA leave due to reasons (1) or (2) may not exceed a total of 12 weeks during any 12-month period.

Leave due to reason (6) provides eligible family members with up to 26 weeks of combined unpaid, annual FMLA leave during a single 12-month period.

Notice of Leave

If the need for FMLA leave is foreseeable, the employee must give Bojangles' at least 30 days prior written notice. If 30 days notice is not practical, absent unusual circumstances, an employee's notice of FMLA leave must be as soon as practicable, and employers are expected to comply with Bojangles' usual and customary call-in procedures for reporting absences. Failure to provide such notice or to comply with these procedures may be grounds for delay or denial of approved leave.

Rolling Calendar

Bojangles' uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave to calculate FMLA leave eligibility.

Medical Certification

If the employee is requesting leave because of his/her own or a covered relation's serious medical condition, the employee and the relevant health care provider must supply appropriate medical certification. The employee may obtain the required FMLA forms from the Human Resources Department. The form must be returned within 15 days after the FMLA leave is requested unless it is not practicable to do so despite the employee's diligent, good faith efforts. Failure to provide requested medical certification in a timely manner may result in denial of leave. If FMLA is denied, absences may be considered unexcused and may result in disciplinary action in accordance with Company policy and applicable law.

If an employee submits a medical certification form that is incomplete or insufficient Bojangles' will advise the employee in writing as to what additional information is needed and give the employee 7 calendar days (or a longer period if the employee acts diligently but is unsuccessful in obtaining the information) to complete and return the form. A certification will be considered insufficient if it contains information that is vague, ambiguous or nonresponsive. If such information is not clarified, FMLA leave may be denied.

Bojangles', at its own expense, may request a second medical opinion if it feels it is warranted. If the second health care provider's opinion conflicts with the original medical certification, Bojangles' may, at its own expense, require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Failure to cooperate, including authorizing the release of relevant medical information pertaining to the

ATTENDANCE (Cont'd.)

condition for which leave is being sought if so requested by that health provider, may result in denial of leave.

Bojangles' may also require periodic medical re-certification of the medical condition at reasonable intervals, but not more often than every 30 days, unless:

- (a) the employee requests a leave extension.
- (b) there are changed circumstances relating to the illness or the injury, and/or
- (c) Bojangles' receives information that casts doubt on the continuing validity of the most recent certification.

Reporting While on Leave

If an employee takes leave because of his/her own serious medical condition or to care for a covered relation, he/she must contact Bojangles' regarding his/her intention to return to work. Written notification should be sent to the Human Resources Department.

Substitution of Paid Leave

Bojangles' requires an employee to exhaust any accrued vacation time to which he/she is entitled concurrently with FMLA leave. Any such vacation time will be paid in accordance with Bojangles' vacation policy.

Intermittent Leave

Leave because of a serious medical condition or a qualifying exigency related to a call to active duty may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Examples would include chemotherapy or physical therapy.

An employee must consult with his/her manager when scheduling intermittent or reduced leave. The employee is required to make reasonable efforts to schedule time off so as not to disrupt unduly the operations of business.

In connection with intermittent or reduced leave that is foreseeable due to planned medical treatment, Bojangles' may temporarily transfer the employee to an available alternative position that better accommodates that person's recurring leave and which has equivalent pay and benefits.

Medical and Other Benefits

During an approved FMLA leave, Bojangles' will maintain the employee's health benefits, if any, as if the employee continued to be actively employed in accordance with applicable law and the requirements of the plan.

ATTENDANCE (Cont'd.)

An employee who fails to return to work due to some reason other than the employee's own serious health condition or other circumstance beyond the employee's control may be required to reimburse the Company for premiums paid during the employee's FMLA leave.

Return From Leave

Employees who take leave due to their own serious medical condition are required to provide medical certification certifying they are fit to resume work. Such certification should be directed to the Human Resources department. An employee who fails to provide the required documentation will not be permitted to resume work until it is provided.

- Medical Leave of Absence: Bojangles' offers full-time, salaried employees, who do not qualify for Family and Medical Leave, an unpaid medical leave of absence. Full time, salaried managers become eligible for leave upon employment by the company and may take up to a total of twelve (12) weeks of unpaid medical leave with job protection. The Medical Leave of Absence is for employees only and does not apply to illness or injury of family members. Employees must apply for leave, and once approved, as determined in the Company's sole discretion, must provide medical certification every fourteen (14) days. Failure to provide medical certification will terminate the leave and employees will be required to return to work. If an employee does not return to work after failing to provide medical certification or is unable to return to work at the end of twelve (12) weeks, the company will consider this a voluntary resignation. While on unpaid medical leave, employees do not accrue any time or benefits. The seniority date will be moved forward the exact number of days the employee is absent from work. Benefits resume on the first day of the month following ninety (90) days of active employment.

WAGES

PAYROLL

1. Pay Period: The work week begins at 12:01 a.m. on Monday and ends at midnight on Sunday. The pay period is one (1) work week, with 52 pay periods per year.
2. Pay Day: Pay day is Monday for hours worked the work week that ended eight (8) days earlier.
3. Direct Deposit of Wages: Payment of wages will be made via direct deposit and will be activated with your first pay check via a payroll card (with employee consent and authorization to the extent required by applicable state law). You may elect to deposit your wages to a bank account with any financial institution of your choice by completing a Direct Deposit Authorization form. Implementation of the bank account may take up to two (2) weeks. See your manager for information about other free banking options.

WAGES (Cont'd.)

A request to stop or make changes to your direct deposit must be submitted in writing no later than Wednesday morning preceding the end of the pay period. Failure to notify the payroll department of changes may result in your pay check being delayed or sent to the wrong account.

A non-negotiable copy of your paycheck will be sent to the restaurant each Monday. You should retain the check copy for your files since it is a record of taxes and other deductions withheld from your gross pay. In the near future, the Company will make check stubs available electronically via the Internet.

4. Pay Check Deductions: The law requires that Bojangles' deduct federal, state and social security taxes from your pay check. No other money is withheld from your check unless authorized by you in writing or otherwise allowed by law.

In the event you receive a live pay check and subsequently lose or destroy the check through personal negligence, a replacement check will be issued. However, you will be subject to a stop payment fee which will be deducted from the reissued check amount.

5. Overtime: All crew members working more than forty (40) hours in one work week will be paid time and one-half for all hours worked over forty (40) in a work week. Working overtime is not guaranteed and is at the discretion of the manager. Overtime will not be permitted unless it is necessary for the successful operation of the restaurant. Overtime must be approved in advance by the M.I.C. Failure to comply with this policy will result in appropriate disciplinary action, up to and including termination of employment.

At no time will any employee be allowed to work off the clock.

6. Compensation: Bojangles' believes in performance-based compensation. Your wages and hours will be based upon your performance, the number of positions you have mastered, your availability, your flexibility and other legitimate business factors. Employees will have regular performance evaluations which may or may not result in a wage increase.
7. Cash Payments to Employees: Bojangles' strictly prohibits the payment of wages from the cash register, safe or daily deposit. Any manager who makes a cash payment to an employee will be subject to disciplinary action, up to and including termination.

WEEKLY PAYCHECKS

As a current benefit to you, Bojangles' processes your paychecks on a weekly basis. The company realizes that it is helpful for you to receive a check each week. Direct deposit of paychecks and/or pay cards makes your funds immediately available on payday. With direct deposit, you do not have to plan for bank holidays or worry about the safe and timely delivery of your paycheck.

BENEFITS

The following is a summary of benefits currently available to employees. Bojangles' reserves the right to change or revise these benefits at any time.

EMPLOYEE MEALS

Bojangles' offers the following meal program to all employees:

- Employees may receive a complimentary meal totaling \$4.00 or less at retail value. Any amount over \$4.00 will be purchased at the full retail price.
- The complimentary meal is available from ½ hour before the shift until ½ hour after the shift.
- All complimentary food **must be eaten at the restaurant**.

All employee meals must be ordered at the register, rung up by the M.I.C. and paid for before being eaten. Eating food that has not been paid for is considered theft and will be dealt with accordingly.

VACATION (Crew Members/Shift Managers)

After completing one year of service, crew members and shift managers will be eligible for vacation pay. Your vacation pay is calculated based on the average number of hours worked each work week during the 52 weeks prior to your anniversary date. Vacation may not be carried over from one service year to the next. The vacation schedule for crew members is as follows:

- One (1) week after one (1) continuous year of service
- Two (2) weeks after two (2) continuous years of service
- Three (3) weeks after five (5) continuous years of service
- Four (4) weeks after ten (10) continuous years of service

Four weeks of vacation is the maximum time available to crew members.

Crew members and shift managers generally may not use vacation in single day increments. Vacation must be taken on weekly basis and no regular hours may be worked during the week designated for the employee's vacation.

Vacation accruals for salaried managers demoted to hourly positions will be adjusted at the time of demotion. The vacation available will be based on the schedule for crew members less any vacation taken between the employee's last anniversary date and the date of the demotion.

Crew members and shift managers who have twelve (12) months of service with the Company and voluntarily elect to terminate their employment must provide a (2) week advance written notice in order to receive payment for earned but unused vacation. All other employers shall forfeit accrued vacation upon termination of employment.

BENEFITS (Cont'd.)

VACATION (Salaried Management)

The Company provides paid vacation days to all eligible full time salaried management employees. Vacation is available to cover full day absences from work for any personal reason, including sickness. Employees will receive their full weekly salary during the first six (6) months of employment. Upon becoming eligible for vacation, employees will be required to use vacation for any personal, full day absence from work. When the employee has used all of the vacation days available to them in the current year, any additional full day absences for the remainder of the year will be unpaid. Certain absences may be compensable under other benefit plans such as worker's compensation or short term disability. Eligibility will be determined in accordance with the applicable plan documents. Please contact the Human Resources Department with any questions.

Salaried management employees will be advanced paid vacation days according to the following schedule and will be eligible to take days advanced to them after completing six (6) months of service. Employees are generally required to submit requests for vacation 30 days prior to the scheduled vacation. Employees are expected to work the day before the vacation begins and the first day immediately following the vacation. Vacation is to be taken in one week increments. Requests for vacation of two or more consecutive weeks must be approved by the Regional Vice President, Area Director and Human Resources Department. Any exception to this policy must be approved by the Regional Vice President and Human Resources Department.

THERE IS NO ROLLOVER OF UNUSED VACATION DAYS. VACATION FOR THE CURRENT YEAR MUST BE TAKEN ON OR BEFORE DECEMBER 31ST.

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 5 | 4 | 3 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | 10 | | | | | | | | | | | |
| 3 - 4 | 12 | | | | | | | | | | | |
| 5 - 9 | 17 | | | | | | | | | | | |
| 10+ | 22 | | | | | | | | | | | |

Full time salaried employees who are rehired within less than one year from their termination of employment will be advanced vacation as if they were a new employee. Employees will be eligible to take the days advanced to them after completing six (6) months of service. In the third year of employment, the entire length of service will be reinstated. Employees rehired after an absence of one or more years will be treated as new hires.

Vacation accruals will be adjusted for crew members promoted to salaried management positions at the time of promotion. The vacation at the time of the promotion will be based on the following schedule for the newly promoted salaried employees less any vacation used between the employee's last anniversary date and the date of promotion.

BENEFITS (Cont'd.)

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 1 | 1 | 0 |
| 2 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 2 | 1 | 1 |
| 3-4 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 |
| 5-9 | 17 | 15 | 13 | 11 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 |
| 10+ | 22 | 20 | 18 | 16 | 14 | 12 | 10 | 8 | 6 | 4 | 3 | 2 |

Employees who have twelve (12) months of service with the Company and voluntarily elect to terminate their employment must provide a two (2) week advance written notice in order to receive payment for earned but unused vacation. All other employees shall forfeit accrued vacation upon termination of employment. Earned vacation is defined as vacation accrued monthly during the current calendar year. Payment at termination will be the number of days earned in the current year as pro-rated per month according to the following schedule, less any days used in the current year prior to termination.

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 0 | 1 | 1 | 2 | 2 | 3 | 3 | 3 | 4 | 4 | 5 | 5 |
| 2 | 1 | 1 | 2 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 3-4 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 5-9 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 11 | 13 | 15 | 17 |
| 10+ | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | 20 | 22 |

Salaried employees and crew members who are terminated for misconduct or violation of company policy will forfeit all unused vacation.

Any employees who are advanced vacation that they have not earned are required to repay it to the Company upon termination and it may be deducted from their final paychecks to the extent permitted by applicable law.

HOLIDAYS

Birthday Holiday: After completing thirty (30) days of employment, a salaried management employee is eligible to take one paid holiday per calendar year in celebration of his/her birthday. In the first year of employment, the birthday holiday is recognized only if the employee's birthday occurs after the date of hire.

The birthday may be taken on the employee's actual date of birth or scheduled for any other day during the calendar year. The actual day taken must be scheduled at least two (2) weeks in advance and approved by the Unit Director. Should the employee's birthday occur in the first thirty (30) days of employment, the holiday will be recognized after the completion of thirty (30) days of service. The Birthday Holiday is not cumulative and may not be carried over into the next calendar year. Employees will not be compensated for any unused Birthday Holiday.

Thanksgiving and Christmas Holidays: After completing thirty (30) days of employment, salaried restaurant managers are eligible for two (2) paid holidays: Thanksgiving and Christmas Day. If a manager is requested to work on a company recognized holiday, the employee can take

BENEFITS (Cont'd.)

another day off in the week before or in the week following the holiday. Crew members will be paid one and one-half times the hourly rate for all hours actually worked on the holiday. Holidays are not cumulative and may not be carried over into the next calendar year. Eligibility must be verified by the Human Resources Department before payment will be processed. Holidays will not be paid out upon termination.

SICK AND PERSONAL DAYS

There are no paid "sick days" or "personal days" for restaurant employees. Certain managers are salaried, exempt employees who are paid an established weekly salary regardless of the number of hours or shifts worked. Schedules may be altered by supervisors to accommodate the trading of shifts if a manager experiences a minor illness requiring time off from work.

If a manager requires time off for illness or for personal reasons and is eligible for vacation, the manager will be paid vacation for full day absences from work. After all vacation days have been used in the calendar year, full day absences from work will be unpaid.

INSURANCE – CREW MEMBERS

Insurance is available to all crew members who have completed thirty (30) days of employment and who enroll in the insurance plan within sixty (60) days of their hire date. Premiums are paid weekly through payroll deductions and coverage begins the first day after the deduction is made. The company offers annual enrollment in the plan which includes medical, dental, life insurance or short term disability. Information about benefit options and enrollment is available with your Unit Director or you may call the Human Resources Department at 1-800-849-3360, Ext. 8630. **The terms and conditions of all benefit plans are controlled by the applicable plan documents.**

INSURANCE – MANAGEMENT

Insurance is offered to all eligible management employees and coverage is effective the first day of the month following the completion of ninety (90) days of employment. The plan includes medical, dental, vision, short term disability, long term disability and life insurance. An optional supplemental term life insurance program is also available. The company **does not** sponsor open enrollment in the plan and employees must enroll during the first thirty (30) days of employment. Employees who fail to enroll in the plan at the time of hire will not be eligible for future enrollment unless they experience a life changing event in accordance with the plan documents.

If an employee is injured on the job, the injury is determined to be covered by the Worker's Compensation Act and the injured employee is out of work due to the accident, Bojangles' will permit the injured employee to remain on the benefit plan for a maximum of 26 weeks. The injured employee will be responsible for making the weekly premium contribution to the company while out of work. If an employee fails to make the premium contribution, benefits will be terminated and the employee will be offered COBRA. If the employee is unable to return to work after 26 weeks, Bojangles' will terminate their benefits and offer COBRA in accordance with applicable law. The injured employee's status will remain inactive until the final

BENEFITS (Cont'd.)

determination of their worker's compensation claim is made. **The terms and conditions of all benefit plans are controlled by the applicable plan documents.**

SHORT TERM DISABILITY

All full time management employees who have been employed at least twelve (12) consecutive months are eligible to apply for short term disability (STD) benefits. STD requests must be accompanied by medical certification from a health care provider. If proper certification is not received on a timely basis, benefits will not be paid.

Benefits will not be available until the eighth consecutive day of disability or until accrued sick or vacation time is used, whichever is later. Depending on years of service at the time of the disability, employees may receive from 1 to 26 weeks of full pay. The remaining weeks will be paid at 60% of full pay. STD benefits will not be paid for conditions covered under the Worker's Compensation Act. Before an employee can return to work, a "fit to return to work" certificate completed by the health care provider must be provided. **The terms and conditions of any benefit plans are controlled by the applicable plan documents.**

EMPLOYEE ASSISTANCE PLAN

Bojangles' provides an Employee Assistance Plan (EAP) to all employees. The EAP is a telephone assistance and referral service available to you and your family. Employees may call 1-800-538-3543 and the EAP will provide confidential assistance to help employees and their immediate family deal with issues 24 hours a day, 365 days a year. Contact the Unit Director or the Human Resources Department for more information.

401(k) PLAN

Bojangles' has established a 401(k) retirement savings plan that is available to all employees who have completed one year of continuous service and are twenty-one (21) years of age. The purpose of the plan is to encourage eligible employees to save on a pretax basis and to build a financial reserve for retirement. The company automatically enrolls newly eligible employees in the plan at a contribution rate of 2%. Employees may elect at any time not to participate in the plan. For additional information about the company's 401(k) plan, contact the Human Resources Department. **The terms and conditions of any benefit plans are controlled by the applicable plan documents.**

BO STAR INCENTIVE PROGRAM

All restaurant employees are eligible to participate in the Bo Star Incentive Program which was developed to reward each employee and each restaurant for their accomplishments. Employees can earn points and after accumulating at least 50 points may redeem them for a gift certificate from local retailers. For more information, see the Bo Star brochure.

BENEFITS (Cont'd.)

CREDIT UNION

After completing six (6) months of employment, crew members are eligible to join Carolina Cooperative Credit Union. Management employees are eligible to join immediately upon the start of employment with the Company. The Credit Union may be used for direct deposit of payroll checks or payroll deductions for Christmas club and loans. The maximum allowable credit union deduction for managers is \$300.00 and the maximum allowable deduction for crew members is \$50.00. For additional information or to enroll in the credit union, contact Carolina Cooperative Credit Union at 1-800-726-8901.

EMPLOYEE DISCOUNT PROGRAMS

As an employee of Bojangles', you are eligible for discount programs offered through local businesses. The programs include: discounted membership fee for AAA, refer to promo code 500068; discount services through Verizon Wireless; discount prescription services offered at CVS Pharmacy, Walgreens' Pharmacy and Wal-Mart Pharmacy; Budget truck rental, use account no 56000134047; FromYouFlowers promo code 37D; and rental car discounts through the National and Enterprise. To take advantage of the rental car program, use access code 5026589 for National or 53SW198 for Enterprise. If you want additional information about these programs, contact your Unit Director or visit the Company's portal.

WORKERS' COMPENSATION

All employees are covered under a workers' compensation insurance policy and are eligible for benefits in the event of a job-related accident/injury in accordance with applicable law. You are responsible for immediately notifying your supervisor or a member of management in the event of an accident. Except in cases of extreme emergencies, employees are required to go to the physician designated by Bojangles' for treatment of all workers' compensation injuries. Any employee receiving medical treatment as a result of an on-the-job injury will be required to take a drug test. Failure to take and successfully pass a drug test following an on-the-job injury will result in termination of your employment. You may contact the Human Resources Department if you have questions about filing a workers' compensation claim.

MODIFIED DUTY RETURN-TO-WORK PROGRAM

It is the goal of Bojangles' Restaurants, Inc. to assist any employee who has been injured on the job in returning to work as soon as possible after the accident. Bojangles' wants to ensure that an injured employee is provided with immediate, quality medical care and is given the opportunity to continue to work within the approved treating physician's restrictions without causing hardships related to their injury. For this reason, Bojangles' has developed a Modified Duty Return-to-Work Program. If an employee is temporarily unable to perform the full scope of his/her duties due to a work related injury or illness, the employee may be eligible to participate in the company's Modified Duty Return-to-Work Program. The goal is to provide any employee, with modified duties or work restrictions, the opportunity to return to work as soon as possible after the injury/illness.

BENEFITS (Cont'd.)

While working with modified duties or work restrictions, the employee is expected to follow the same performance standards as an employee with regular duties. This includes but is not limited to satisfactory completion of work assignments, reporting to work on time, completing scheduled shifts and scheduling time away from work (i.e. doctor's appointments) with the Unit Director.

Bojangles' reserves the right to determine the availability, type and duration of all modified duty return-to-work assignments on an individual basis in accordance with applicable law. Any modified duty work assignment will be temporary in nature with the goal to return the employee to their normal work activities as soon as possible. Bojangles' will not create new positions based on work limitations.

UNEMPLOYMENT COMPENSATION

Bojangles' Restaurants, Inc. makes quarterly contributions to a state unemployment compensation account, which is maintained for the purpose of replacing your income if your employment is terminated through no fault of your own. You have the right to apply for unemployment benefits through your local Employment Security Commission. Their office will determine eligibility for benefit payments and how much such payments should be.

DRUG FREE WORKPLACE

Bojangles' Restaurants, Inc. strives to maintain a work environment that is safe and conducive to high work standards for its employees and others having business with the company. As part of this commitment, Bojangles' has adopted a drug-free workplace policy. Our goal is to establish a work environment that is free from the effects of substance abuse.

Applicants for management positions and employees being considered for promotion to management positions, including Shift Manager, must submit to a drug test. In addition, a drug test will be required following a workers' compensation injury which requires medical treatment and random testing of all employees will be done on a monthly basis. Failure to report for a drug screen within 24 hours of an injury or notification of a random test will result in termination. Crew members will receive two hours wages as payment for time and travel for drug screening for random testing. Salaried employees will receive \$20.00 as payment for time and travel. The reimbursement for time and travel will be included on the employee's next paycheck.

An oral swab drug test or laboratory test will be given to applicants for salaried or hourly management positions prior to employment after a conditional offer of employment has been extended in accordance with applicable law. A urinalysis will be conducted by an authorized testing facility for pre-promotion drug tests, random tests or in the event that the oral swab results are inconclusive. Either test determines the presence of illegal drugs which includes those legally obtainable drugs that have not been obtained or used legally.

Employees who attempt to falsify or tamper with any sample will be terminated. Employees who test positive or who do not report for a scheduled test within 24 hours will be terminated. However, employees do have the right to appeal the test results and may request a retest on the

BENEFITS (Cont'd.)

original sample. The employee will be responsible for the cost of the retest and will be suspended without pay during the appeal and retest process.

SAFETY AND SECURITY

GENERAL SAFETY

Bojangles' intends to provide a healthy, safe and sanitary environment for all of our employees and customers. This requires the cooperation and support of every Bojangles' employee. It is mandatory that all employees understand and adhere to the following safety rules:

1. Advise your managers of any potential safety hazards, regardless of how minor.
2. Report all accidents and injuries to the M.I.C. or another member of management immediately.
3. First aid kits are provided for the treatment of minor injuries. Maps are posted in each restaurant showing the location of the nearest emergency medical facility for more serious accidents.
4. All work areas must be maintained in a safe, orderly, and clean condition at all times. Avoid slips, trips and falls by keeping floor surfaces dry and clear of obstacles.
5. Avoid cuts by being careful with knives used at the wrap station or when cutting open cartons and boxes. Do not leave knives and/or other sharp objects in the wash sink.
6. Avoid burns by being aware that equipment used for cooking remains hot even after it is turned off. Be especially careful when handling hot oil and wear personal protective gear when filtering. Be careful to prevent cleaning compounds from coming in contact with your eyes, skin or any food product.
7. Lift with your legs, not your back. If the load is too heavy or too awkward to lift alone, ask for help.
8. Always use any safety or protective devices that are provided. To prevent injury or damage, always use the correct tool or equipment and use them correctly. Do not use any equipment that is unsafe and report unsafe equipment to a supervisor.
9. Horseplay is dangerous and will not be tolerated.
10. Prevent fires by being alert and reporting smoke, unusual heat or burning odors to the M.I.C immediately. Be familiar with the location and proper use of all fire extinguishers as well as the fire suppression system. In case of a fire, employees should quickly locate the nearest exit, leave the building and go to the dumpster pad where the M.I.C. will account for all employees.

SAFETY AND SECURITY (Cont'd.)

DRUGS AND ALCOHOL

It is the policy of the company to prohibit the possession or consumption of alcohol or illegal drugs in any form on company time or premises. For the purposes of this policy, company time includes work time and time spent at company-sponsored events and meetings. Company premises include the restaurant, parking lot, storage sheds and personal vehicle while parked on company property.

Illegal drugs are defined as drugs or controlled substances which are not legally obtainable, legally obtainable drugs that have not been used or obtained in a lawful manner. Other examples include, but are not limited to, cocaine and marijuana.

If you are taking prescribed medication that could have a negative effect on your ability to perform your job safely, you must inform the M.I.C. or a member of management before beginning your shift.

WEAPONS

The possession of firearms or other deadly weapons, including concealed firearms or deadly weapons, is strictly prohibited on Bojangles' property. This prohibition applies to weapons transported in vehicles or in possession at company-sponsored events. Bojangles' reserves the right to search employee vehicles or personal property, such as purses or backpacks, when the employee is suspected of concealing a weapon. Searches will be conducted at the discretion of the Regional Vice President and/or the Human Resources Department.

VIOLENCE IN THE WORKPLACE

Bojangles' has zero tolerance for violence in the workplace. If an employee displays any violent behavior or threatens violence in the workplace, the employee is subject to immediate termination for cause.

Bojangles' defines "violence" to include physically harming another, shoving, pushing, harassment, intimidation, threats, coercion, and brandishing weapons. In the interest of providing a safe environment for employees, customers and visitors, access to Bojangles' property is limited to those with a legitimate business interest.

It is everyone's business to prevent violence in the workplace. Employees are encouraged to report any incident that involves a violation of Bojangles' policies, which may include the possession of drugs, alcohol or weapons on company property. All reports will be investigated and information will be kept confidential, except where there is a need to know in order to affect a solution to the problem. When faced with immediate threats to the safety and security of employees or customers, the M.I.C. is authorized to contact local authorities.

SAFETY AND SECURITY (Cont'd.)

LOITERING

Bojangles' prohibits friends and family members of employees from loitering in the restaurant dining room or parking lot. Individuals seen on the premises with no obvious reason for being there should be reported to the M.I.C.

Bojangles' recognizes that employees may rely on others for transportation to and from work. However, employees are encouraged not to arrive before their scheduled shift and should plan a timely departure at the conclusion of their shift. Friends or family members providing transportation should not arrive early or expect to wait in the dining room for employees.

PERSONAL SECURITY

While the company has developed policies and procedures to provide a safe and secure working environment, each employee must also assume personal responsibility for their own safety. The following guidelines include additional measures that will help ensure your personal safety.

1. Employees are urged to leave valuables at home or locked in your vehicle. Bojangles' can not be responsible for the loss of employee belongings. If you must bring personal items into the restaurant, keep the items in the designated area provided by the restaurant. Under no circumstances may personal items be kept on the frontline.
2. Employees may not enter or leave through the back door. The back door alarm should be activated at all times. All delivery and service personnel must come to the front counter and request entry through the back door. Only a manager may authorize opening the back door. Frontline and back door must remain locked at all times. Trash will be taken out of the building before dark and when authorized by the M.I.C.
3. In case of a robbery, employees should remain calm and cooperate with the robber in any way possible. At no time should any employee jeopardize their own life or the lives of fellow employees or customers.
4. All managers will be required to read and comply with the Bojangles' Security/Loss Prevention Guide. Managers will be required to sign the Security Agreement and Cash Register Agreement.
5. All cashiers will be required to read and comply with the Bojangles' Security/Loss Prevention Guide. Cashiers will be required to sign the Cash Register Agreement.

HEALTH SAFETY

Bojangles' Restaurants, Inc. has an obligation to its employees as well as members of the general public to prepare and serve food in a safe environment. Every reasonable precaution will be taken to protect the health and/or safety of all employees, vendors and customers.

An employee receiving treatment from a health care provider for an infectious or communicable disease has a responsibility to immediately notify Bojangles' of their condition. Bojangles' will

SAFETY AND SECURITY (Cont'd.)

attempt to make a reasonable accommodation for the employee as long as there is no significant risk to the health and safety of others. Employees must provide a “fit for duty” certificate from the health care provider before returning to work.

Employees have a responsibility to notify the person in charge of the following symptoms: diarrhea, vomiting, jaundice, a sore throat with fever and infected cuts, wounds or lesions on the hand, wrist or exposed body part. Employees are also required to make management aware of any past or present exposure to or diagnosis of these five pathogens: Norovirus, E. coli, Hepatitis A, Typhoid fever and Shigellosis. Managers have the right to determine whether or not a sick employee may remain at work.

SEVERE WEATHER

In the event of severe weather conditions, the Regional Vice President and Area Director will determine whether or not a restaurant will open on a delayed basis or close early. The restaurant manager should contact the Area Director and keep him/her informed of any developments or conditions that effect the restaurant operations.

If the restaurant remains open for business, all employees are expected to make every effort to report for work. The following explains the company policy for absences resulting from severe weather:

1. Managers who do not report for work when scheduled during severe weather will not be paid. Managers should contact the Area Director to advise them of their absence from work.
2. Crew members should call to verify that the restaurant is open for business. If you do not report to work when scheduled during severe weather, contact the M.I.C two hours before the scheduled shift to notify them of your absence. Failure to do so will result in an unexcused absence and the employee may be subject to disciplinary action
3. Employees who report to work will be paid for time worked as required by the Fair Labor Standards Act.
4. It may be necessary for employees finishing a shift to work additional time until replacements arrive.

COMMUNICATIONS

Bojangles' wants its employees to learn about our business and to stay in touch with people in other parts of the company. You are encouraged to review the material on the bulletin board on a regular basis. Managers may also access the company portal for information about company and franchise activities. The Operations Services Department will keep the restaurants informed of changes to policies and procedures and will make regular updates to the portal.

COMMUNICATIONS (Cont'd.)

Employees can make comments or suggestions for improving customer service, the operation or the Human Resources Department of the restaurant or working conditions by contacting the Regional Vice President. Your comments are welcomed and appreciated.

DISCIPLINE

The company believes that appropriate conduct in the restaurant is necessary for the successful operation of Bojangles'. Appropriate conduct includes performing your assigned duties according to Bojangles' procedures, following management's directions, following all company policies, procedures and work rules and treating your managers, co-workers and customer with respect.

Employees may be disciplined or terminated at any time for any reason. Disciplinary action may include written warnings, demotion, suspension or termination of employment. Discipline of an employee may result from, but is not limited to, any of the following:

- Excessive absenteeism or tardiness
- Insubordination
- Failure to follow Bojangles' policies, procedures, guidelines or work rules
- Failure to follow directions of the M.I.C.
- Theft of or willful destruction of another employee's, customer's or Bojangles' property
- Fraud or misappropriation of Company funds
- Misuse of restaurant equipment
- Clocking another employee in or out, or falsifying time records
- Falsification or omission of information on an employment application or document
- Fighting with or threatening bodily harm to an employee or customer
- Possessing, selling or using alcohol or illegal drugs on Bojangles' property
- Reporting to work under the influence of alcohol or illegal drugs
- Engaging in horseplay
- Carrying or keeping weapons on Bojangles' property, including those in vehicles parked on company property
- Smoking in non-designated areas
- Attempting to obtain or releasing confidential information which includes employee references and wage information or recipes and procedures
- Disregarding and/or violating safety rules
- Failure to report injuries, accidents or unsafe conditions
- Failure to report for a drug test within 24 hours of notification
- Poor sanitation or hygiene
- Performance of substandard work
- Discrimination or harassment of an employee or customer
- Use of vulgar, inappropriate language including profanity
- Conduct and/or behavior that reflects unfavorably on Bojangles' or other employees
- Eating or giving away food without first paying
- Violation of Bojangles' Code of Ethics

EMPLOYMENT RELATIONSHIP

You have been selected for employment with Bojangles' because you successfully completed the company's hiring process and we believe you will become a valuable member of our team. Your employment is a voluntary choice made by you and Bojangles'. This relationship may be ended at any time, by you or Bojangles', for any lawful reason.

Neither you nor Bojangles' has entered into a contract of employment, expressed or implied, and our employment relationship is strictly voluntary and "at will". No employee, manager or other agent of Bojangles' has the authority to enter into any agreement for employment for any specific period of time unless that agreement is in writing and signed by the C.E.O. and President of Bojangles' Restaurants, Inc.

CODE OF ETHICS

Bojangles' expects that all employees, especially all support center and restaurant management employees (including all clerical employees and shift managers) will observe the highest standards of ethics. In both personal and business matters, employees are expected to comply with acceptable business principles and maintain a high degree of personal integrity as a representative of Bojangles'.

CONCLUSION

We hope you find this Employee Handbook to be helpful regarding your employment with Bojangles' Restaurants, Inc. While it is impossible to cover every policy, procedure or benefit in this handbook, we hope that it gives you a better understanding of Bojangles' and your responsibilities as a member of the Bojangles' Team. Your success is important to us and we hope this handbook will help you achieve your goals.

If you would like additional information on any of the material covered in this handbook or any other matter concerning you, Bojangles' or your employment, please contact any of your managers or the Human Resources Department.

Our commitment: ONE COMPANY, ONE BRAND, ONE FOCUS

HANDBOOK DISCLAIMER AND ACKNOWLEDGMENT

NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE, NOR SHALL IT BE INTERPRETED TO CREATE, A CONTRACT OR AGREEMENT OF EMPLOYMENT, OR ANY PART OF A CONTRACT OR AGREEMENT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED. THE RELATIONSHIP BETWEEN BOJANGLES' RESTAURANTS, INC. AND ITS EMPLOYEES IS STRICTLY THAT OF EMPLOYMENT AT-WILL.

I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE FOREGOING DISCLAIMER. I FURTHER ACKNOWLEDGE THAT ALL PREVIOUSLY ISSUED EMPLOYEE HANDBOOKS ARE WITHDRAWN BY AND ARE OF NO FURTHER FORCE OR LEGAL EFFECT.

Employee Name

Employee Signature

Date

An orientation was completed with _____

Completed on: _____
Date

By: _____
Manager's Signature

Original: Personnel File



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EXHIBIT B

HANDBOOK DISCLAIMER AND ACKNOWLEDGMENT

NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE, NOR SHALL IT BE INTERPRETED TO CREATE, A CONTRACT OR AGREEMENT OF EMPLOYMENT, OR ANY PART OF A CONTRACT OR AGREEMENT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED. THE RELATIONSHIP BETWEEN BOJANGLES' RESTAURANTS, INC. AND ITS EMPLOYEES IS STRICTLY THAT OF EMPLOYMENT AT-WILL.

I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE FOREGOING DISCLAIMER. I FURTHER ACKNOWLEDGE THAT ALL PREVIOUSLY ISSUED EMPLOYEE HANDBOOKS ARE WITHDRAWN BY AND ARE OF NO FURTHER FORCE OR LEGAL EFFECT.

Jonathan Wolfe
Employee Name

Jonathan Wolfe
Signature

5/4/12
Date

An orientation was completed with Jonathan Wolfe

Completed on: 5-4-12
Date

By: [Signature]
Manager's Signature

Original: Personnel File

EXHIBIT C



ANTI-HARASSMENT/DISCRIMINATION POLICY

Bojangles' does not tolerate any form of illegal workplace harassment and/or discrimination by any of its employees, customers or vendors. Any form of illegal harassment or discrimination that is related to an individual's race, color, religion, sex, gender, age, national origin, disability, genetic information, pregnancy, or any other characteristic protected by law is a violation of this policy for which appropriate disciplinary action will be taken.

For purposes of this policy, harassment includes any type of misconduct based on any protected characteristic that is unwelcome to any employee. No policy can identify the full range of behaviors that are unacceptable in the workplace or that constitute harassment. Prohibited acts can take a variety of forms. Harassment on the basis of any protected characteristic is strictly prohibited. Harassment can include verbal or physical conduct that demeans or shows hostility or dislike toward another employee because of his/her race, color, religion, sex, age, national origin, disability, genetic information, pregnancy or any other characteristic protected by law, or that of his/her relatives, friends or associates, and that:

- (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (iii) otherwise, adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; displaying written or graphic materials in the workplace that demeans or shows hostility toward an individual employee or group of employees.

Sexual harassment constitutes discrimination based on sex or gender and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual or gender-based nature when, for example:

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (ii) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors may include, but are not limited to, unwanted physical conduct, including touching, pinching, brushing the body, blocking movement or any physical interference with normal movement. Verbal harassment includes offensive comments, jokes, innuendoes and sexually oriented statements and comments that ridicule, insult or otherwise demeans an employee's gender. Sexual harassment may also include non-verbal conduct such as displaying sexually suggestive objects, pictures, graffiti or making obscene gestures.

This policy applies to all applicants and employees, and prohibits harassment, discrimination and retaliation whether engaged in by an employee, by a manager or supervisor or by someone not directly connected to the Company (a vendor, consultant or customer). Conduct described in this policy is unacceptable in the workplace and in any work-related setting, such as business trips, meetings and business-related social events.

RETALIATION

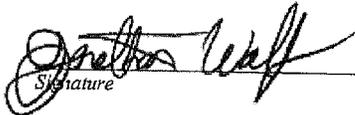
The Company prohibits retaliation against any individual who makes a good faith report of discrimination or harassment in the workplace. Likewise, the Company prohibits retaliation against any individual who assists or participates in the investigation of such reports. Retaliation is a serious violation of this policy, and anyone engaging in such conduct will be subject to disciplinary action, up to and including immediate termination of employment.

Reporting an Incident of Harassment, Discrimination or Retaliation

The Company requires employees to immediately report all incidents of harassment, discrimination or retaliation, regardless of the offender's identity or position within the Company. Any person who believes they have experienced or witnessed harassment, discrimination, retaliation or other conduct that is contrary to this policy must report it to his/her Unit Director, Area Director, Regional Vice-President or the Director of Human Resources at 1-800-849-3360, Ext. 8634. Employees may also call the Human Resources Hotline at 1-800-849-3360, Ext. 8401 or the Employee Awareness Hotline at 1-800-514-4227 to make a report. No one is authorized to tell or even suggest to any employee that he/she not report a violation of this policy. Any employee who has any questions or concerns about this policy may contact the Human Resources Department.

Immediate reporting and intervention are the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. The Company will conduct a prompt investigation of all complaints of harassment, discrimination and retaliation. Every effort will be made to keep matters related to the investigation confidential to the extent reasonably possible. Appropriate corrective or disciplinary action will be taken against any employee who has violated this policy.

By signing below, I acknowledge that I have read and understand the company's policy on harassment, discrimination and retaliation. I further acknowledge my understanding of the reporting requirements of this policy.


Signature

5/4/2012
Date

Social Security Number

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No.: 5:16-cv-00654-BO**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

BOJANGLES' RESTAURANTS, INC.,

Defendant.

DECLARATION OF KRISTEN BOWDEN

Kristen Bowden, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury as follows:

1. I am a resident of Charles County, Maryland, am over the age of eighteen and make this declaration based upon my own personal knowledge.
2. I was formerly employed by Bojangles' Restaurants, Inc. ("Bojangles'") until the spring of 2013, when I voluntarily resigned and re-located with my husband due to his job assignment.
3. I first met Jonathan Wolfe while employed as the Assistant Unit Director at the Bojangles' location on Owen Drive in Fayetteville, North Carolina. I worked alongside Jonathan for several months, at which time I was promoted to be Unit Director at a Bojangles' location on Raeford Road.
4. I worked alongside Jonathan at the Owen Drive location about three days a week before I was promoted to Unit Director.

5. While he was employed as a crew member by Bojangles', Jonathan told me a number of things about his personal life. For example, Jonathan told me that he was in a homosexual relationship with another man. He also told me that he dressed in drag on the weekends and participated in competitions for prize money.

6. Jonathan often told stories of a personal and sexual nature that seemed to be fictional or exaggerated. For example, he told me that men would give him cars or places to stay (he referred to them as sugar daddies), but I never saw him drive a car. He once told me that he like to dress up a dominatrix in a cat suit.

7. Jonathan made similar comments to some of the other employees would worked at Bojangles'. Like me, his co-workers did not take his claims seriously.

8. Though he told me that he cross-dressed, I never observed Jonathan dress as a woman. He always presented as a man, told us to call him Jonathan and used male pronouns to describe himself. He never told me that he desired to be or considered himself to be a woman. He never requested to be called anything other than Jonathan, nor did I hear others in the store refer to him as anything except Jonathan.

9. The Unit Director at the Owen Drive location, Ella Riggins, strictly enforced Bojangles' policies and standards of professionalism in the workplace. She often corrected employees who violated policies or acted unprofessionally in the workplace.

10. Ella treated Jonathan the same as the other crew members in enforcing policies and work-related expectations, but Jonathan sometimes expressed frustration about having to comply with the rules. He sometimes said "I'm going to get her" when corrected by Ella.

11. While I worked alongside Jonathan at the Owen Drive location, I never observed anyone harass or mistreat Jonathan. Jonathan never complained to me about the way he was treated, nor was I aware of any complaint that he made.

12. In February 2013, I had a telephone conversation with Bojangles' Area Director Sharon McCullough. Sharon informed me that Jonathan would be transferring to my location on Raeford Road. I was pleased to learn that Jonathan planned to transfer to the Raeford Road location, as Jonathan was already trained and knew the skills required of a crew member. He had a flexible schedule and had experience at a high volume store.

13. Sharon told me to call Jonathan to communicate with him about the schedule. I called Jonathan and asked about his availability. We had a short conversation about his schedule. During the conversation, Jonathan told me that he was excited to come to the Raeford Road location and to work for me. He did not express any reluctance or objection to working for me or to working at the Raeford Road location, nor did he say that he lacked the transportation necessary to get him to the Raeford Road location.

14. I did not discuss Jonathan's hair with him during our phone call about the schedule. I have never seen Jonathan with anything other than a male hairstyle.

15. I have not spoken with Jonathan since our single phone call to discuss the schedule at the Raeford Road location.

16. I was not involved in the decision to terminate Jonathan, though I was later instructed to input a termination record into our computer system so that the company's records would reflect Jonathan's termination.

17. I received a call from an individual representing the EEOC in the spring of 2017. During the call, the EEOC representative asked me a number of questions about Jonathan and

my employment with Bojangles'. I gave her much of the information that is reflected in this declaration.

18. I anticipate being available to testify at a trial of this matter if called.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 25th day of July, 2017.



Kristen Bowden

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No.: 5:16-cv-00654-BO**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

BOJANGLES' RESTAURANTS, INC.,

Defendant.

DECLARATION OF ASHLEY CLOCHER

Ashley Clocher, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury as follows:

1. I am a resident of Cumberland County, North Carolina, am over the age of eighteen and make this declaration based upon my own personal knowledge.

2. I am a licensed clinical social worker and have been fully licensed by the State of North Carolina since June 2015. I have a Master's Degree in Social Work.

3. I first met Jonathan Wolfe in the summer of 2015. At the time, I was treating the children of Tanisha Hall. I have since learned about and observed Jonathan's close relationship with Tanisha's children, who often call him "Dad."

4. I offered to meet with Jonathan after meeting with Tanisha and her children. Tanisha indicated she believed Jonathan to be depressed and that he was not coming out of his room often. I offered to meet with Jonathan for free during off-the-record sessions.

5. I met with Jonathan informally about twice a month beginning in the summer of 2015 and extending into the summer of 2016. Since then I have met with Jonathan, on average, about once a month. Our time together is usually about 30 to 45 minutes, though it can be longer if I am making an in-home visit with Tanisha's children. Because I have met with Jonathan free-

of-charge, I have neither prepared nor retained records related to our meetings.

6. Based upon my conversations with Jonathan, I consider Jonathan to be a gay male. Jonathan has told me before that he considers himself gay. Jonathan likes to occasionally dress as a woman, and some might call him a transvestite, though Jonathan prefers not to label himself.

7. During my meetings with Jonathan, I have always called him Jonathan and used masculine pronouns to describe him.

Jonathan has mentioned that he sometimes goes by another name, but I cannot remember what the name was. He has instructed me to call him the name with which I am comfortable.

Jonathan has not taken issue with my use of pronouns nor has he instructed me to refer to him as a female or by a female name.

8. I have observed Jonathan in a variety of states of dress. He is sometimes dressed in male clothing and sometimes wears female clothing. He does not consistently or uniformly dress as a woman.

9. In the course of our meetings, Jonathan told me about the circumstances of his termination from Bojangles'. Jonathan told me that he was terminated from Bojangles' for refusing to comply with a mandatory policy requiring employees to dress consistent with their gender. He told me that the dress code was developed suddenly and that he was singled out by a manager for violating the new dress code.

10. I recently spoke with Jonathan about the lawsuit. Jonathan told me that, in the course of offering information in the lawsuit, he had stated that we had begun meeting in 2013. In fact, we did not begin meeting until 2015.

[Signature page to Declaration of Ashley Clocher]

I declare under penalty of perjury that the foregoing is true and correct. Executed on the ____ day of June, 2017.

 MSW, LCSW
Ashley Clocher

3

Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that Ashley Clocher personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Affidavit
Name or description of attached document

I further certify that (select one of the following identification options):

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCID
type of identification
- A credible witness, _____, has sworn or affirmed to me the
name of credible witness
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 06/08/2017

Justine E. Morrison
Notary Public
Justine E. Morrison
Typed or Printed Notary Name
My commission expires: 09/21/2019

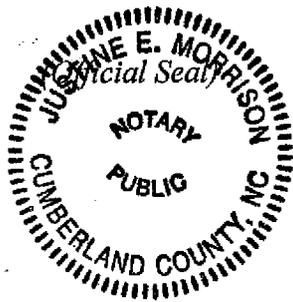


EXHIBIT E

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF NORTH CAROLINA
3 WESTERN DIVISION
4 5:16-cv-00654-BO

5 U.S. EQUAL EMPLOYMENT
6 OPPORTUNITY COMMISSION,

7 Plaintiff,

8 -vs-

9 BOJANGLES' RESTAURANTS, INC.,

10 Defendant.
11 -----

12 DEPOSITION

13 OF

14 JONATHAN WOLFE

15
16 April 27, 2017

17 Charlotte, North Carolina
18
19
20

21 MICHELLE S. THOMPSON
22 Certified Verbatim Reporter-Master
23 THOMPSON & MILLS COURT REPORTERS
24 6205 Morrison Boulevard, Suite 826

25 Charlotte, North Carolina 28211

704.564.5249

1 applied?

2 A. Yes.

3 Q. Who offered you the job?

4 A. Ella Riggins.

5 Q. She was the unit director of the Owen Drive
6 location in Fayetteville, was she not?

7 A. Yes, she was.

8 Q. And she hired you, didn't she?

9 A. Correct.

10 Q. For what position were you hired?

11 A. Biscuit maker.

12 Q. What was your starting rate of pay?

13 A. \$7.25.

14 Q. Did Ms. Riggins interview you before she hired you?

15 A. She did.

16 Q. At the interview you referred to yourself as
17 Jonathan Wolfe, did you not?

18 A. I did.

19 Q. At any time during the interview did you ask Ms.
20 Riggins to refer to you by any name other than
21 Jonathan?

22 A. No, reason being I would prefer to secure my job
23 first.

24 Q. Was Ms. Riggins your immediate supervisor
25 throughout your employment at Bojangles'?

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 A. We had other supervisors there, so I would say no.
- 2 Q. Who were the other supervisors you had there?
- 3 A. We had Janice -- I don't remember her last name.
- 4 We had Ms. Kathy, Jermel, Shimika.
- 5 Q. Do you recall any others?
- 6 A. No. Of course, Ms. Sharon. I didn't know her at
- 7 the time.
- 8 Q. You're referring to Sharon who is sitting to my
- 9 right?
- 10 A. Yes, sir.
- 11 Q. What was Kathy's last name?
- 12 A. I don't remember.
- 13 Q. What was Jermel's last name?
- 14 A. I don't remember.
- 15 Q. What was Shimika's last name?
- 16 A. Singleton, I believe, or Singletree, one of those.
- 17 Q. What were their job titles?
- 18 A. Janice was assistant unit director, I believe, and
- 19 Jermel and Kathy and Shimika were shift leaders to
- 20 my knowledge.
- 21 Q. What was Sharon's title?
- 22 A. Area director.
- 23 Q. So Sharon was the supervisor of Ms. Riggins,
- 24 correct?
- 25 A. Correct.

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 Q. And you don't remember what day that conversation
2 occurred?

3 MS. STEENBERGH: Object to the form.
4 Go ahead.

5 A. The first one occurred on the 21st.

6 Q. (By Mr. Johnson) On the 21st, you say. All right.
7 What time of day did that occur?

8 A. I don't remember.

9 Q. Where were you when you had the conversation?

10 A. In a car.

11 Q. In Ms. Hall's car?

12 A. Ms. Hall's aunt car.

13 Q. Was anyone present with you?

14 A. Ms. Hall and her aunt.

15 Q. How long did that conversation last?

16 A. About 13 to 15 minutes.

17 Q. And did that conversation occur before or after
18 your conversation with Sharon?

19 MS. STEENBERGH: Object to form.

20 A. The first conversation or the second conversation
21 with Sharon?

22 Q. (By Mr. Johnson) Either of the conversations.

23 A. After the first one.

24 Q. After the first but before the second; is that your
25 testimony?

1 A. Yes.

2 Q. That section regarding personal appearance contains
3 a description of the Bojangles' policy with respect
4 to grooming, hygiene and uniform that you were
5 informed of when you started work, does it not?

6 A. Yes.

7 Q. That policy didn't change at any time you were
8 employed at Bojangles', did it?

9 A. No, nor does it state because I identify as a
10 female I should not be able to wear braids.

11 Q. Did you at the time of your starting work at
12 Bojangles' on May 4, 2012, ask Ms. Riggins any
13 question about how it would be regarded should you
14 identify as a female at work?

15 MS. STEENBERGH: Object to the form.

16 Q. (By Mr. Johnson) You may answer.

17 A. Can you repeat the question? I'm sorry.

18 Q. At the time you began employment with Bojangles' on
19 May 4, 2012, did you ask Ms. Riggins any question
20 about how the company would regard it if you
21 presented as a female at work?

22 A. I didn't know I needed to.

23 Q. So you didn't ask her any question at that time,
24 did you?

25 A. No. This is supposed to be an equal employment

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 opportunity. How I --

2 Q. And in your meeting on May 4, 2012, with Ms.
3 Riggins when you started working, you didn't at any
4 point tell Ms. Riggins that you intended at any
5 point to identify as female work, did you?

6 A. No, but if you were in my position, would you?

7 Q. And is that something you were concerned about when
8 you began work at Bojangles' and presented yourself
9 for employment?

10 A. Can you clarify the question?

11 Q. Were you concerned about a reaction from the
12 company if you were to identify as female at the
13 time you presented to work at Bojangles' on May 4,
14 2012?

15 A. Yes.

16 Q. But it's not a concern that you raised with anyone
17 at the time, is it?

18 A. No. As stated before, I would like -- I wanted to
19 secure the job.

20 Q. And you did secure the job, didn't you?

21 A. Yes.

22 Q. And you worked successfully at Bojangles' for
23 several months, did you not?

24 A. Yes.

25 Q. And during that time Ms. Riggins was your

1 supervisor, correct?

2 A. Yes.

3 Q. And you had a satisfactory relationship with her,
4 didn't you?

5 A. I wouldn't say that.

6 Q. She evaluated you favorably, didn't she?

7 A. Yes.

8 Q. She promoted you, didn't she?

9 A. She moved me to a cashier. I wasn't aware I was
10 promoted.

11 Q. She moved you to a head cashier, correct?

12 A. I was not aware of that. I just knew I was going
13 to be a cashier.

14 Q. You didn't object to serving as cashier, did you?

15 A. No.

16 Q. That's easier work than working back in the
17 kitchen, isn't it?

18 A. I don't mind where I work, sir.

19 Q. And Ms. Riggins at one point after evaluating you
20 gave you a pay raise, correct?

21 A. Yes.

22 MS. STEENBERGH: Charles, before we
23 move on to the next exhibit, Exhibit 29
24 does not have Bates stamps. Is this
25 something that Bojangles' has produced

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 Q. What was your position at the Corporation Drive
2 store?
- 3 A. I'm not sure of the position. I just know I was
4 sent to help out open a new store.
- 5 Q. And did you accept that assignment to open a store
6 on Corporation Drive?
- 7 A. I did.
- 8 Q. You didn't have any objection to it, did you?
- 9 A. No.
- 10 Q. To whom did you report during the time you worked
11 at store number 895?
- 12 A. Ms. Sharon.
- 13 Q. To Sharon who is with us today?
- 14 A. Correct.
- 15 Q. That's a new store that was just opening?
- 16 A. Yes, sir.
- 17 Q. And did there come a time when you transferred back
18 to the Owen Drive store?
- 19 A. Yes.
- 20 Q. And was that on or about February 1, 2013?
- 21 A. Yes.
- 22 Q. Did you object to the transfer back to the Owen
23 Drive store?
- 24 A. No.
- 25 Q. Did anyone tell you why you were transferred to the

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 A. I did not.

2 Q. But you're aware that she sold it, is that right?

3 A. Yes.

4 Q. Where does Ms. Hall live now?

5 MS. STEENBERGH: Objection.

6 A. In Fayetteville, North Carolina.

7 Q. (By Mr. Johnson) What's her street address?

8 MS. STEENBERGH: Objection.

9 A. As stated before, I don't know the numbers. I just
10 know Sleepy Hollow Lane.

11 Q. (By Mr. Johnson) Sleepy Hollow Lane. Has Ms. Hall
12 ever lived on Harrison Street?

13 A. No.

14 Q. February 21 is your birthday, correct?

15 A. Yes.

16 Q. Do you recall an incident that occurred on February
17 21, 2013, at the Owen Drive location?

18 A. Very much so.

19 Q. Did you appear at the restaurant on that day?

20 A. Yes.

21 Q. You weren't scheduled to work, were you?

22 A. No.

23 Q. What time did you appear at the Owen Drive
24 restaurant on February 21?

25 A. I don't remember the time.

- 1 Q. Were you alone?
- 2 A. In entering the restaurant, yes.
- 3 Q. How did you get there?
- 4 A. Ms. Hall's aunt.
- 5 Q. Did anyone ride with you in the car?
- 6 A. Just Ms. Hall and her aunt.
- 7 Q. Just Ms. Hall and who?
- 8 A. Her aunt.
- 9 Q. What is her aunt's name?
- 10 A. Florence Malloy.
- 11 Q. What was your purpose in entering the restaurant on
12 February 21?
- 13 A. I needed to check the schedule to see when I
14 returned to work because I took days off for my
15 birthday.
- 16 Q. How many days did you take off?
- 17 A. About three or four.
- 18 Q. Did Ms. Hall enter the restaurant on that day?
- 19 A. No.
- 20 Q. Did Ms. Malloy enter the restaurant on that day?
- 21 A. No.
- 22 Q. They waited for you in the car, is that right?
- 23 A. No. They went to the bank.
- 24 Q. So they dropped you off at the restaurant?
- 25 A. Yes.

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 Q. When you entered the restaurant on February 21
2 where did you go?

3 A. To the counter.

4 Q. Who did you see at the counter?

5 A. Shimika and Janice.

6 Q. Shimika Singleton?

7 A. Yes, sir.

8 Q. And you don't recall Janice's last name, is that
9 right?

10 A. Correct.

11 Q. Prior to coming to the restaurant on that date
12 where had you been?

13 A. Home.

14 Q. And that's home at the Cossack Lane location?

15 A. Yes.

16 Q. With whom did you speak in the restaurant on that
17 day?

18 A. Shimika and Janice.

19 Q. What happened?

20 A. I walked into the store with yarn braided into my
21 hair. Shimika had stated that she liked them.

22 Then Janice stated that Ella was not going to let
23 me work like that and that I disgust her.

24 Q. Did Shimika say anything else?

25 A. "Don't worry about her, boo."

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 Q. Did Janice say anything else?
- 2 A. At that point in time, no.
- 3 Q. What did you say?
- 4 A. I didn't say really much.
- 5 Q. Did you say anything?
- 6 A. I asked Janice what did she mean by I disgust her.
- 7 Q. What did Janice say?
- 8 A. I knew better come in -- I knew better than coming
9 in looking like that.
- 10 Q. What happened next?
- 11 A. Ella came from the back of the store, and as she
12 approached the counter she was shaking her head in
13 disagreeance, and then the first word she said was
14 "no." And I asked her what did she mean, and she
15 told me that if I wanted to continue with being
16 employed that I need to remove my braids.
- 17 Q. In fact, she said you need to tie it up, right?
- 18 A. No. She told me I needed to remove them.
- 19 Q. Now these braids were artificial hair extensions,
20 weren't they?
- 21 A. Yes.
- 22 Q. What were they made out of?
- 23 A. Yarn.
- 24 Q. And you understood that at all times Bojangles'
25 policy was that any employee's hair had to fit

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 under a hat, correct?

2 A. Correct.

3 Q. What do you say you then said to Ms. Riggins?

4 A. I told Ms. Riggins that the handbook states that
5 they only had to be pulled back and be restrained.
6 She told me no, that she hired a man and that is
7 what she expected me to stay as long as I work for
8 her.

9 Q. Where were you when you say Ms. Riggins made this
10 statement?

11 A. I was standing on the opposite side of the counter.

12 Q. With customers?

13 A. It was customers there, but they weren't around me
14 at the time.

15 Q. But where a customer would normally stand, is that
16 correct?

17 A. Yes.

18 Q. Where was Ms. Riggins when you had the conversation
19 with her?

20 A. Standing on the opposite side of the counter where
21 the workers would stand.

22 Q. Where in location to the cash register was she?

23 A. They have -- where you place your order and you
24 pick up your order, she was standing where you pick
25 up your order.

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 Q. When you wore a wig to the restaurant, Ms. Riggins
2 didn't complain about that, did she?
- 3 A. Yes, she did. She told me I was not allowed to
4 enter the store dressed like that ever again.
- 5 Q. That you were not allowed to enter the store --
- 6 A. Dressed like that ever again.
- 7 Q. When do you say Ms. Riggins made that comment to
8 you?
- 9 A. It was probably in October before I transferred to
10 the Corporation Drive location.
- 11 Q. The October event you've just described, were you
12 reporting to work that day?
- 13 A. No.
- 14 Q. What was your business in the store on that day in
15 about October?
- 16 A. I believe I ate that day.
- 17 Q. Do you recall if you did eat that day?
- 18 A. I don't recall if I did eat that day.
- 19 Q. But you weren't working, is that correct?
- 20 A. Correct.
- 21 Q. Did you come to the store alone that day in
22 October?
- 23 A. To my knowledge, yes.
- 24 Q. How did you get there?
- 25 A. By vehicle.

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 A. No.
- 2 Q. When did you enter the Owen Drive store wearing a
3 dress?
- 4 A. February 21.
- 5 Q. What was the dress you were wearing in October?
- 6 A. I don't remember.
- 7 Q. What was the dress you were wearing in February?
- 8 A. I don't remember.
- 9 Q. Were Bojangles' crewmembers allowed to wear dresses
10 at work?
- 11 A. At work?
- 12 Q. Correct.
- 13 A. While on the clock?
- 14 Q. Yes.
- 15 A. No, but I wasn't on the clock.
- 16 Q. Bojangles' crewmembers were required to wear a
17 particular uniform as set forth in the employee
18 handbook, right?
- 19 A. While working, correct.
- 20 Q. And did you always comply with the Bojangles'
21 handbook requirements with respect to your uniform
22 at work?
- 23 A. While working, yes.
- 24 Q. Do you recall anything else about your conversation
25 with Ms. Riggins in October of 2012?

[4/27/2017] Wolfe, Jonathan - 04/27/17

- 1 A. No. It wasn't really much of the conversation.
2 She said what she said.
- 3 Q. What did you say?
- 4 A. I didn't really say anything. I just asked what
5 was wrong with what I had on.
- 6 Q. After that conversation with Ms. Riggins, did you
7 complain to anyone about it?
- 8 A. I believe I complained to Ms. Sharon, about more
9 than just that incident, though.
- 10 Q. When did you say you complained to Sharon?
- 11 A. I don't remember exactly when.
- 12 Q. Was it on the same day as the conversation with Ms.
13 Riggins?
- 14 A. No.
- 15 Q. Was it within the same week?
- 16 A. I don't remember.
- 17 Q. Was it within the same month?
- 18 A. I don't remember.
- 19 Q. When you say you'd complained to Sharon, did you do
20 that in person or by phone?
- 21 A. By phone.
- 22 Q. Did you call her?
- 23 A. No. I had a co-worker to have her to call the
24 store.
- 25 Q. Who was the co-worker?

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1 A. Shimika.

2 Q. What did you say to Shimika?

3 A. At the time I was very upset. I was crying,
4 because that was not the first incident that
5 happened. An incident had involved another co-
6 worker. His name was Marquise. He was telling me
7 that I was gay and I should kill myself because I
8 was going to hell. So at that point in time the
9 manager on duty, Jermel, said he couldn't -- there
10 was really not much he could do. And I asked him
11 if he could call Ella, and she said she wouldn't do
12 anything because she wasn't in the store. So then
13 on my break I called Shimika, still crying, and I
14 told her -- I was like, "Hey, Shimika, look,
15 Marquise has been bothering me all day. I can't
16 continue my work there like this. Is there any way
17 you can contact Sharon and ask her to call the
18 store?"

19 Q. And Sharon called the store after that?

20 A. Yes.

21 Q. Do you recall in what year that took place?

22 A. It had to be 2012, beginning of 2013.

23 Q. Do you recall what month that took place?

24 A. I don't. October, roughly.

25 Q. Did Sharon call the store?

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1 A. Yes, she did.

2 Q. And you spoke with her?

3 A. Yes.

4 Q. What do you say you said to Sharon in that phone
5 conversation?

6 A. I told her basically what I just said, along the
7 lines of what occurred with Marquise, and I also
8 had let her know that like, hey, look, Ella was
9 telling me that she hired me as a man, I got to
10 stay a man if I'm going to work for her. And she
11 told me that she would launch an investigation and
12 I was not to repeat anything that I've told her to
13 anybody but her. But she never launched an
14 investigation.

15 Q. Where were you when you had the conversation with
16 Sharon?

17 A. At work.

18 Q. Where at work?

19 A. I'm -- I believe I was actually standing beside the
20 biscuit warmer, because she knew -- because when
21 she called the store phone, Shimika gave me the
22 phone, and so I kind of paused where I was at and
23 talked to her.

24 Q. Shimika gave you her phone?

25 A. No, I'm sorry. It wasn't Shimika. I believe it

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1 A. What I said, no. That was basically the gist of
2 the conversation.

3 Q. Is that the only time you complained to anyone in
4 Bojangles' management about Marquise?

5 A. No. I complained to Jermel when the incident
6 happened. When he told me there was nothing that
7 no one could really do, because Ella wasn't in the
8 store and not anyone to talk to, that's when I
9 reached out to Ms. Sharon.

10 Q. Was that the same day that you talked to Sharon?

11 A. Yes, I believe so.

12 Q. Aside from the complaints you've described to
13 Jermel and to Sharon, did you ever complain to
14 anyone else in Bojangles' management about
15 Marquise?

16 A. Ella Riggins.

17 Q. And when do you say you complained to Ella Riggins
18 about Marquise?

19 A. After talking to Sharon.

20 Q. How long after you talked to Sharon?

21 A. I don't remember, because me and Ms. Riggins didn't
22 work together too often.

23 Q. I thought you testified you typically worked
24 daytime hours at the store, is that right?

25 A. Yes, but me and Ms. Riggins didn't work too often.

1 She moved me between shifts. It was more where I
2 was needed than anything else.

3 Q. Ms. Riggins worked regular daytime hours at the
4 store, didn't she?

5 A. To my knowledge, no, she wasn't there every day.

6 Q. But when she worked, she was there during daytime
7 hours, correct?

8 A. Yes.

9 Q. How many conversations did you have with Ms.
10 Riggins about Marquise?

11 A. Just that one.

12 Q. What did you say to her?

13 A. I told her what had happened with Marquise, what he
14 had said to me, and I also let her know that I
15 spoke with Sharon and what Sharon had said to me.
16 And she told me that then, since I had already took
17 the complaint up to Sharon, Sharon would
18 investigate.

19 Q. Do you recall what year it was that you had this
20 conversation with Ms. Riggins?

21 A. Towards the end of 2012, beginning of 2013. It had
22 to be before 2013 because it was before I
23 transferred.

24 Q. Before you were transferred to the Corporation
25 Drive store?

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1 A. Yes, sir.

2 Q. You've described a telephone conversation with
3 Sharon. Did you ever have any other conversation
4 with Sharon about your complaints?

5 A. Not until my termination.

6 Q. From this period in or about October 2012 up until
7 your termination in February of 2013, did you
8 complain to anyone else in Bojangles' management or
9 human resources about your treatment at work?

10 A. I didn't talk to anyone in human -- to human
11 resources department until around my termination.
12 I believe I spoke with Ms. Eubanks -- I'm not sure
13 if that's who that was -- around February 21.

14 Q. Were there any other times between October of 2012
15 and your termination in February 2013 in which you
16 complained to anyone at Bojangles' human resources
17 or management about any of your treatment at work?

18 A. No. They told me they were handling it.

19 Q. I want you to turn again to the events on February
20 21, 2013. Have you described everything that was
21 said to you by Ms. Riggins and by Ms. Riggins to
22 you?

23 A. To the best of my ability, yes.

24 Q. After you had this conversation -- well, let me
25 back up. How long did that conversation last with

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1 told you you could do your hair. We no longer need
2 you at Bojangles'."

3 Q. Do you think this may have occurred the same day,
4 the 21st?

5 A. Yes.

6 Q. What time of day?

7 A. Around noon.

8 Q. Did Sharon call you or did you call Sharon?

9 A. She called me prior to that.

10 Q. What did you say to her in that conversation?

11 A. I didn't have a chance to say anything. She hung
12 up on me.

13 Q. So at that point did you believe your employment
14 had been terminated?

15 A. I was told it was terminated, yes.

16 Q. And your employment in fact wasn't terminated, was
17 it?

18 A. No. She called me back about 30 minutes later.

19 Q. Where were you when she called you back?

20 A. Still at the bank.

21 Q. In the car with Ms. Hall?

22 A. Yes, sir.

23 Q. Who else was with you?

24 A. Ms. Malloy.

25 Q. What did Sharon say to you in that second phone

1 conversation?

2 A. She told me that she could not terminate me because
3 it was he said/she said, so I was going to be
4 transferred. I let her -- she told me it would be
5 the Raeford Road location with Ms. Bowden. I told
6 her I did not have reliable transportation for the
7 transfer. She told me that it wasn't an option to
8 go back to Owen Drive, so I was going to be
9 transferred anyway. And I -- I object to that
10 transfer more than once in the phone call. I let
11 her know on multiple occasions I did not have
12 transportation.

13 And the phone was on speakerphone and Ms.
14 Malloy and Ms. Hall both heard it, because in the
15 incident that had happened between the 21st and the
16 27th, I kept a witness with me so they can hear
17 what was being said at all times during the
18 conversations on both sides.

19 Q. Do you recall anything else that was said in that
20 conversation that you had with Sharon?

21 A. No.

22 Q. Did you after that conversation report to work at
23 the Raeford Road location?

24 A. No. I never began there. I was terminated before
25 I could. So I cut my hair to try to conform to the

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1 identity they wanted me to have and still lost my
2 job.

3 Q. You said Ms. Bowden asked you to cut your hair?

4 A. She asked me would I mind. She didn't ask me to.
5 She asked me would I mind.

6 Q. When did that conversation take place?

7 A. I don't remember the exact date. It was between
8 the 23rd and 24th of February.

9 Q. Was that conversation in person or by phone?

10 A. By phone.

11 Q. Did Ms. Bowden call you or did you call her?

12 A. I don't remember.

13 Q. Where were you when you had the conversation?

14 A. At home.

15 Q. Where was your home at that time?

16 A. The 2006 Cossack Lane address.

17 Q. What time of day did that call occur?

18 A. I don't recall.

19 Q. Was anybody else present?

20 A. Ms. Hall, and the phone was on speaker.

21 Q. And was that call made to your cell phone?

22 A. Yes.

23 Q. Had you given Ms. Bowden your cell phone number?

24 A. Yes. I had called because they told me I needed to
25 call and find out when she wanted me to work, and

1 she told me she would have to look at her schedule
2 because she didn't have anywhere to fit me on that
3 week's schedule.

4 Q. Ms. Bowden didn't object to you coming to work at
5 her store, did she?

6 A. Not that I know of, no.

7 Q. She encouraged you to come to work, didn't she?

8 A. Yes.

9 Q. After your conversation with Ms. Bowden, when did
10 you next have any communication with anyone in
11 management of Bojangles'?

12 A. I can't remember if I spoke with Ms. Eubanks first
13 or Ms. Sharon first.

14 Q. When did you speak with Ms. Eubanks?

15 A. I know I spoke with her on the 21st and I believe I
16 spoke with her on the 27th.

17 Q. How did you come to speak with Ms. Eubanks on the
18 21st? Did she call you or did you call her?

19 A. I called her. I actually called the hotline. I
20 didn't know it was her.

21 Q. You called the hotline number that's in the
22 employee handbook?

23 A. The one I seen on the poster at Five Guys. I don't
24 know if it's the same one in the handbook. I mean
25 -- I'm sorry -- Bojangles', not Five Guys.

1 Q. Did you have the conversation with Ms. Eubanks
2 before or after Sharon called to tell you about the
3 transfer to the Raeford Drive location?

4 A. The first time, before.

5 Q. Did you have more than one conversation with Ms.
6 Eubanks?

7 A. Yes.

8 Q. How many did you have with her?

9 A. Two.

10 Q. In your first conversation with Ms. Eubanks, what
11 do you say you said to her?

12 A. I don't remember exactly how the conversation went.

13 Q. You don't remember anything about it?

14 A. I don't remember how it went. I know I basically
15 was going along the lines -- along the lines to let
16 her know like, hey, like I'm -- I'm being
17 transferred, I'm being like -- no, it wasn't
18 transfer. I'm sorry. They'd be like, I don't
19 know, like look, like this was being said or like
20 -- I don't remember what I said to her, but I know
21 I was telling her like basically some of my
22 problems that I was having at work.

23 Q. But you don't remember any of the particulars of
24 what you said to her, is that correct?

25 A. I don't.

1 any of my accusations. They were just being swept
2 away.

3 Q. So the second conversation you say you had with Ms.
4 Eubanks you complained about your termination, is
5 that right?

6 A. Yes, and my complaints and my mistreatment.

7 Q. Specifically what else did you say to Ms. Eubanks
8 in that conversation?

9 A. I don't remember specifics.

10 Q. What did Ms. Eubanks say to you?

11 A. That Ms. Sharon had already put my termination in,
12 that she told me I was not supposed to go into the
13 Owen Drive store. I did unwillingly (sic) enter
14 the store and purposely start an argument with Ms.
15 Riggins and that is why I was being terminated.

16 But when I entered the store, Ms. Riggins was
17 nowhere in sight. She was in the back in the
18 store, so how could I enter a store to purposely
19 argue with someone I didn't even know was there?

20 Q. You're referring to your entering the store on
21 February 27, 2013, is that correct?

22 A. Yes. Yes.

23 Q. And that's the day that you say that Ms. Riggins
24 asked you to get out of the store, is that correct?

25 A. Yes. And she told me that I was not the one that

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1 she wanted to play with, basically threatening me.

2 Q. What else do you recall Ms. Riggins saying to you
3 on that day?

4 A. She told me I can get out of her store with that.
5 I can go back to Kristin's store because I'm not
6 the one -- the one that she wants to play with.
7 That was basically everything she said.

8 Q. Was anyone else present when you had this
9 conversation with Ms. Riggins?

10 A. Yes, the cashier, Christy McDonald.

11 Q. Anyone else?

12 A. To my knowledge, no.

13 Q. Did you raise your voice in that conversation?

14 A. No.

15 Q. You didn't leave when Ms. Riggins asked you to
16 leave, did you?

17 A. Yes, I did.

18 Q. In fact, you waited until Ms. Riggins was prepared
19 to call the police, didn't you?

20 A. No. She never mentioned calling the police. I
21 said goodbye to the cashier, Christy McDonald, and
22 turned around and walked out. Never even placed an
23 order.

24 Q. How long were you in the store on the 27th?

25 A. Probably all of five, six minutes.

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1 Q. What time of day did that occur?

2 A. As I stated before, I don't remember.

3 Q. Where did you go after you left the store?

4 A. Back to McDonald's.

5 Q. And who was with you at McDonald's?

6 A. Ms. Hall and her cousin, Kiana.

7 Q. What's Kiana's last name?

8 A. I don't know.

9 Q. Did you have a conversation with Sharon on that
10 day?

11 A. I don't remember. I believe if it wasn't that day
12 it was the next day. That's when I found out I was
13 finally terminated.

14 Q. How do you say you found out you were terminated?

15 A. Sharon called me.

16 Q. But you don't remember which day that was?

17 A. No. I believe it was on the 27th because that's
18 the day of my termination.

19 Q. What number did Sharon call you on?

20 A. I don't remember.

21 Q. Where were you when Sharon called you?

22 A. I believe in the car.

23 Q. Whose car?

24 A. Kiana's.

25 Q. Was anyone else with you when Sharon called you?

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1 A. Kiana and Ms. Hall.

2 Q. What do you say Sharon said to you in that call?

3 A. She was telling me that I was terminated for
4 entering Owen Drive and that basically was the gist
5 of the conversation. She told me that she -- she
6 was like, "I told you not to go back to the store.
7 You didn't listen and you're fired."

8 Q. Were you angry in that conversation?

9 A. No. I was more hurt than angry.

10 Q. Did you object when she said you were fired?

11 A. I didn't have a chance to say much. That was
12 another --

13 Q. What did you say in the conversation?

14 A. I didn't have a chance to say anything. Before I
15 could get "why" out, the phone -- click. She's
16 never really been a person that likes to hear
17 anybody else's side.

18 Q. Did you communicate with anybody at Bojangles'
19 after your conversation with Sharon on or about the
20 27th?

21 A. Yes. I still talk to some of my co-workers from
22 Bojangles'.

23 Q. You talk to who?

24 A. I talk to some of the Bojangles' employees still
25 currently now.

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1 Q. And you recognized her voice; is that your
2 testimony?

3 MS. STEENBERGH: Object to the form.

4 A. No.

5 MR. JOHNSON: Why don't we take a
6 break for lunch.

7 MS. STEENBERGH: Yeah. That's a
8 perfect time.

9 (RECESS)

10 Q. (By Mr. Johnson) We are back on the record. Ms.
11 Wolfe, before lunch I asked about a phone call that
12 you placed to Bojangles' human resources that you
13 said was recorded. Do you recall that?

14 A. Yes.

15 Q. And you've listened to the recording?

16 A. Yes.

17 Q. I'm going to replay that recording right now --
18 it'll take just a couple of minutes -- and ask that
19 you listen to it now, please.

20 (WHEREUPON, a recorded telephone
21 conversation was played aloud for the
22 record, a transcript of which follows.)

23 OPERATOR: Thank you for calling
24 Bojangles' customer service. This is
25 Madison. How may I help you?

1 MS. WOLFE: I was calling to make a
2 complaint.

3 OPERATOR: I'll be happy -- more
4 than happy to assist you. I want to get
5 the location pulled up. What is the
6 store number or the city and state?

7 MS. WOLFE: It's 1901 Owen Drive,
8 Fayetteville, North Carolina.

9 OPERATOR: You said 1901 Owen Drive,
10 Fayetteville?

11 MS. WOLFE: Yes, ma'am. I think
12 that's the address.

13 OPERATOR: Okay. Were you there
14 today?

15 MS. WOLFE: Yes, ma'am.

16 OPERATOR: Did you dine in, carry
17 out or drive through?

18 MS. WOLFE: I was -- I'm -- I'm an
19 employee. I was trying to make a
20 complaint about someone that I -- I used
21 to work at that store and I got
22 transferred to another one. And I went
23 in there and spoke with one of my
24 associates, my former co-workers, and
25 they asked me -- because before I moved

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1 from the store I had my hair, and I cut
2 it all off and they said, "Well, what
3 made you cut your hair?" And I was --
4 well, the new manager that I worked
5 for --

6 UNIDENTIFIED: Y'all are getting
7 louder and louder.

8 MS. WOLFE: The new manager I worked
9 for asked me politely to cut my hair, and
10 I told her -- she said, "I don't have a
11 problem with your hair, but do you mind
12 cutting it? Because I'm going to have
13 you on the front line." I said, "No,
14 that's not a problem." And then -- and
15 it was just the way that she asked me
16 that made me cut it. And so the area
17 director -- I mean the unit director at
18 that time (unintelligible) and she said,
19 "Well, you can take that back over
20 there." I said, "Well, I wasn't having a
21 conversation with you. I was just
22 speaking with a co-worker and she asked
23 me what made me cut my hair." She said,
24 "Well, you can get out of my store with
25 that." And so I left.

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1 OPERATOR: I apologize. I am very
2 sorry. Now let me -- now let me ask a
3 question regarding this to get some
4 clarity. Did you used to work in this
5 store and you work at another one now,
6 or --

7 MS. WOLFE: Yes, ma'am. I got
8 transferred to another store because I
9 did my hair last week and then a big --
10 they had a big converse -- converse --
11 converse over there, or whatever, because
12 I did my hair. And she's like, "You
13 can't have your hair like that and you're
14 going to be working on the front line and
15 everything." I said, "Well, that's
16 fine." And she's like, "You disgust me,"
17 because I had my hair (unintelligible).

18 And so there was a big he say/she
19 say discussion about the whole thing.
20 And Sharon, which is the area director
21 over this area, told me that I had to --
22 she's like, well, they're going -- she
23 was trying to fire me because was she,
24 like, well, they could accuse you
25 (unintelligible) -- and I said, "No, I

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1 didn't say that." They just twist my
2 words. Like -- and I think she talked
3 with Ms. -- I forgot the lady name. I
4 think her name is Eugene or something
5 like that. And she was like, well, they
6 decided that they couldn't terminate me
7 for he say/she say because that's
8 wrongful termination, so they just
9 transferred me to another store.

10 And I was at McDonald's next door to
11 this location, and one of my co-workers
12 was texting me, and I said, "Well, I'll
13 come through and see you if you work
14 today." She like, "Yeah, I'm about to be
15 at work in a few minutes." So I went and
16 seen her and she was like, "Oh, my God,
17 you had braids just like three days ago.
18 What made you cut them off?" And I spoke
19 with her about that and told her what
20 happened. Then the unit director was
21 standing beside her, and I said, "It was
22 just the way that she asked me to do it
23 that made me feel I was obligated to even
24 though I wasn't," because she said there
25 was no problem. She was like -- it was

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1 the way she said it to me, and I said,
2 yeah, I'll do it for you.

3 And the other unit director was
4 like, "Well, you can take that back to
5 her store." And I was like, "Okay. I
6 was -- I was conversating with a former
7 co-worker." And then she was like, "And
8 you can get out of my store with that."
9 So that's when -- and I was like, "Okay,
10 fine, I will." I left.

11 OPERATOR: Wow. I am so sorry about
12 this. I'll let upper management know as
13 soon as possible. What was the name of
14 that person that made this comment?

15 MS. WOLFE: The unit director, Ella
16 Riggins.

17 OPERATOR: Ella Riggins?

18 MS. WOLFE: Yes, ma'am, Riggins, R-
19 i-g-g-i-n-s. She's the unit director.

20 OPERATOR: What time did this happen
21 today?

22 MS. WOLFE: How long ago was that?
23 Probably about -- probably about 15
24 minutes ago.

25 OPERATOR: So like 11:45 this

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1 morning?

2 MS. WOLFE: Yes, ma'am. Around like
3 11:30, 11:45.

4 OPERATOR: I'm very sorry about
5 this. I do apologize. Have you ever had
6 any problems before there? I know you --
7 you worked there before, but were you
8 like afterwards and stuff as a guest?
9 Or --

10 MS. WOLFE: I mean today I was one
11 of the guests, but other than today and
12 when I did my hair, I never had a problem
13 with that. When I did my hair it became
14 a big controversy over the whole issue.
15 It became a whole controversy when I did
16 my hair, and so that's what -- that's
17 what led to my transferring to another
18 spot. And when I spoke with -- when I
19 spoke with the EEOC of North Carolina,
20 they told me that I could not be forced
21 to transfer, and basically I was. But
22 I'm trying to investigate that as well.

23 OPERATOR: What is your name?

24 MS. WOLFE: Jonathan Wolf.

25 OPERATOR: Is that J-o-n-a-t-h-a-n?

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1 MS. WOLFE: Yes, ma'am. Last name
2 Wolf, W-o-l-f.

3 OPERATOR: W-o-l-f, as in Frank,
4 like a wolf, an animal?

5 MS. WOLFE: Yes, ma'am.

6 OPERATOR: Okay. What is your
7 telephone number?

8 MS. WOLFE: 910-322-5309.

9 OPERATOR: 910-322-5309?

10 MS. WOLFE: Yes, ma'am.

11 OPERATOR: All right. May I ask
12 your zip code?

13 MS. WOLFE: 28306.

14 OPERATOR: All right. And your
15 address?

16 UNIDENTIFIED: I don't have no
17 money. That's what I'm telling --

18 MS. WOLFE: 3006 Cossack Lane, C-o-
19 s-s-a-c-k, Lane, Fayetteville, North
20 Carolina 28306.

21 OPERATOR: How many people were with
22 you today when this happened?

23 MS. WOLFE: It was just me, because
24 my friend, she was in the car waiting on
25 me to come back. And my co-worker,

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1 Christy, one of my former co-workers, she
2 was there. And I mean there was
3 customers in line behind me, and which
4 I'm sure they (unintelligible)
5 professional either.

6 OPERATOR: Honestly, I'm sorry about
7 this. How many times a month do you -- I
8 know you work and formerly worked at that
9 location. But as a customer, how many
10 times a month do you eat with us?

11 MS. WOLFE: I live right down the
12 street from a Bojangles' (unintelligible)
13 are usually my two choices, so probably
14 about six, seven times a month.

15 OPERATOR: Okay. And do you have an
16 email or an alternate phone number?

17 MS. WOLFE: I have an alternate
18 phone number.

19 OPERATOR: Okay.

20 MS. WOLFE: 910-849-9609.

21 OPERATOR: 910-849-9609?

22 MS. WOLFE: Yes, ma'am.

23 OPERATOR: And your address was 3006
24 Cossack Lane, C-o-s-s- like Sam, Sam, A,
25 C like cat, K, Lane, Fayetteville, North

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1 Carolina 28306?

2 MS. WOLFE: Yes, ma'am.

3 OPERATOR: All right. As far as
4 when you dine there, how much do you
5 normally spend (unintelligible) as a
6 guest?

7 MS. WOLFE: Probably about -- per
8 visit probably about eight, nine dollars.

9 OPERATOR: All right.

10 MS. WOLFE: And a couple of times I
11 might have got a few family meals for my
12 family, but other than that, about eight
13 or nine.

14 OPERATOR: Okay. All righty. And
15 this is just a general question we ask
16 the callers here. As far as your age
17 range, are you 18 to 34, 35 to 44, 45 to
18 54, or above 55?

19 MS. WOLFE: 18 to 34.

20 OPERATOR: Okay. I'm sorry about
21 that. Again, I'm very, very sorry about,
22 you know, what transpired, but I'll let
23 upper management know about this as soon
24 as possible. And you said that that was
25 the unit director, the store manager that

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1 made those comments that this is
2 (unintelligible)?

3 MS. WOLFE: Yes.

4 OPERATOR: Now I'll let upper
5 management know as soon as possible.
6 Okay?

7 MS. WOLFE: Okay. Thank you.

8 OPERATOR: Well, you're welcome, and
9 thank you for calling. Bye-bye.

10 MS. WOLFE: Bye-bye.

11 (WHEREUPON, this concludes the
12 transcript of the recorded telephone
13 conversation.)

14 Q. (By Mr. Johnson) Ms. Wolfe, is that an accurate
15 recording of the conversation you had with
16 Bojangles' human resources on February 27?

17 A. Yes.

18 Q. The person you spoke with was not Jeannine Eubanks,
19 was it?

20 A. No.

21 Q. The individual identified herself as Madison. Did
22 you hear that?

23 A. No. I thought she said Jennifer. Sorry.

24 Q. Now the call was made at about noon according to
25 the conversation. Does that sound right to you?

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 Did you make that statement to Mr. Hurley?

2 A. I don't know if I used the word gay.

3 Q. Do you know of any reason why Mr. Hurley would use
4 that word if you didn't use the word in speaking to
5 him?

6 MS. STEENBERGH: Object to the form.

7 A. No. You can't be gay and transgender, sir. You
8 have to pick an identity.

9 Q. (By Mr. Johnson) Have you ever told anyone you were
10 gay?

11 A. I don't like to use that word, so no. If I were to
12 refer as being gay, it would be homosexual.

13 Q. Have ever told anyone you are homosexual?

14 A. Yeah.

15 Q. Who did you tell that to?

16 A. In my younger days, before I know what transgender
17 was, I explained.

18 Q. Did you ever tell anyone at Bojangles' that you
19 were homosexual?

20 A. No.

21 Q. Did you ever tell anyone at Bojangles' that you
22 were gay?

23 A. Gay, no. I identify as being me. I don't have a
24 label, sir.

25 Q. Did you speak with any EEOC investigators other

- 1 Q. Correct. Streaked.
- 2 A. Streaked, no. One solid color. And once again,
3 one solid natural color.
- 4 Q. Have you ever dyed your hair multicolor?
- 5 A. No.
- 6 Q. Have you ever worn a multicolor wig?
- 7 A. No, other than these type of colors.
- 8 Q. Have you now described every incident of alleged
9 harassment that you can recall while you were
10 employed at Bojangles'?
- 11 A. To the best of my knowledge, yes.
- 12 Q. You never asked Ms. Riggins to call you by a female
13 name, did you?
- 14 A. When I did even state that my name was a female
15 name, she would correct me and say, "That's a him.
16 You are a boy."
- 17 Q. You never asked Sharon to call you by a female
18 name, did you?
- 19 A. No. I barely worked with Sharon.
- 20 Q. Now you did work with Sharon during the weeks that
21 you were assigned to the --
- 22 A. Corporation.
- 23 Q. -- Corporate Drive location, correct?
- 24 A. Yes.
- 25 Q. In fact, the two of you were there all day every

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 Q. To whom did you send this picture?

2 A. Ms. Singleton.

3 Q. Was Ms. Singleton working at the restaurant at the
4 time?

5 A. Yes.

6 Q. In that photograph the braids appear to extend down
7 below your waist, is that correct?

8 A. They stop about waist level.

9 Q. Did Ms. Singleton ask you to send this photograph?

10 A. Yes.

11 Q. Did you send this to anyone else at Bojangles'?

12 A. No.

13 Q. Did you post it on Facebook?

14 A. No.

15 Q. Did you ever discuss this photograph with Ms.
16 Singleton?

17 A. No.

18 Q. Do you regularly post photos on Facebook?

19 A. Yes.

20 Q. I hand you a set of documents marked as Exhibit 39.

21 Are you familiar with the photographs contained in
22 Exhibit 39?

23 A. Yes.

24 Q. These are all photographs of you, are they not?

25 A. Yes.

1 Q. And in fact, these are all photographs that are
2 available publicly on the Facebook account of
3 Jonathan J Dubb Waters today, aren't they?

4 A. Yes.

5 Q. The photograph on the first page has the caption
6 "Charlotte bound," and says at the top "15 hours."
7 Is this a photograph you took yesterday?

8 A. It's a video, yes.

9 Q. Part of a video that you posted on Facebook,
10 correct?

11 A. Yes.

12 Q. And you took that en route to Charlotte yesterday
13 afternoon, is that right?

14 A. Yes.

15 Q. The second page of the exhibit, that's also a
16 photograph of you, is it not?

17 A. Yes.

18 Q. And it indicates a date of October 26, 2015. Is
19 that the date that you posted that photograph?

20 A. Yes.

21 Q. The third page is another photograph. Is that a
22 photograph of you?

23 A. Yes.

24 Q. It indicates a date of February 4, 2015. Is that
25 the date that you posted it on Facebook?

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 A. Yes.

2 Q. The fourth page contains a photograph. Is that a
3 photograph of you?

4 A. Yes.

5 Q. And the date on that is January 18, 2016. Is that
6 the date that you posted that on Facebook?

7 A. Yes.

8 Q. Below that date is the wording "big boy britches."
9 Did you post that wording as well?

10 A. Ms. Hall posted that photo on Facebook for me.

11 Q. And what does "big boy britches" refer to?

12 A. I'm not sure. I didn't post these. You'd have to
13 ask her.

14 Q. All right. Turn to the next page, please. There's
15 another photograph. Is that a photograph of you as
16 well?

17 A. Yes.

18 Q. The date is January 18, 2015. Is that the date
19 that you posted this photograph?

20 A. Yes.

21 Q. Turn, please, to the next page. Is that a
22 photograph of you?

23 A. Yes.

24 Q. And the date appears to be November 21, 2014. Is
25 that the date that you posted that photograph?

1 MS. STEENBERGH: Object to the form.

2 The year is cut off on the copy that I
3 received and that Ms. Wolfe is looking
4 at.

5 MR. JOHNSON: I'm concluding that
6 it's 2014 because the dates below are
7 2014, but I'll let the witness answer
8 whether that's the correct date.

9 A. I'm not sure that's the correct date. People don't
10 always comment right when you post it, so it could
11 have been a year or two later.

12 Q. (By Mr. Johnson) But that is a photograph of you,
13 is it not?

14 A. Yes.

15 Q. Who took that photograph?

16 A. My friend Caitlin.

17 Q. Turn, please, to the next page, which is the last
18 page of this exhibit. There are two paragraphs on
19 that page. Are those both photographs of you?

20 A. Yes.

21 Q. The date given is October 15, 2013. Is that the
22 date on which those photographs were posted?

23 A. Yes.

24 Q. And these were all posted to the Facebook account
25 in the name of Jonathan J Dubb Waters, correct?

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 A. Yes.

2 Q. On March 31, 2017, you were examined by a forensic
3 psychologist named Karen Muehl, were you not?

4 A. Yes.

5 Q. Where did that examination take place?

6 A. I believe here in Charlotte.

7 Q. Who made that appointment for you?

8 A. Ms. Rachael.

9 Q. Rachael Steenbergh with the EEOC?

10 A. Yes.

11 Q. Were you familiar with Dr. Muehl before you had
12 that appointment?

13 A. No.

14 Q. Is that the only appointment that you've had with
15 Dr. Muehl?

16 A. Yes.

17 Q. How long did the appointment last?

18 A. About an hour.

19 Q. Was anyone else present during the appointment?

20 A. No.

21 Q. How did you get to the appointment?

22 A. My fiancé and my mother took me.

23 Q. Did they wait with you during -- while you were
24 having the appointment?

25 A. They waited in the car.

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 A. Yes.

2 Q. Did employees at Bojangles' call you by any other
3 names?

4 A. They called me Dee Dee from time to time.

5 Q. Who called you Dee Dee from time to time?

6 A. Shimika, Kiana, Akivia, those just to name a few of
7 them.

8 Q. Did Ella Riggins ever hear any of your co-workers
9 call you Dee Dee?

10 A. Yes.

11 Q. Did Ella Riggins say anything about other co-
12 workers calling you Dee Dee?

13 A. Yes. She was -- she would always correct them and
14 say, "His name is Jonathan. That's a boy."

15 Q. During your employment at Bojangles' did any of
16 your co-workers call you by feminine pronouns such
17 as she?

18 A. Yes.

19 Q. Who called you by a feminine pronouns such as she?

20 A. As I stated before, people like Shimika, Kiana,
21 Akivia, they would call me she and refer to me as
22 Dee Dee from time to time.

23 Q. Did Ella Riggins hear any of your co-workers refer
24 to you using female pronouns?

25 A. Yes.

[4/27/2017] Wolfe, Jonathan - 04/27/17

1 Q. Did Ella Riggins say anything to your co-workers
2 when they called you female pronouns?

3 A. Yes. She would always -- like I said earlier, she
4 would always correct them and tell them that I was
5 a man. I was -- that man was he, not she.

6 Q. Earlier today in your deposition you talked about
7 your time at Corporation Drive with Ms. McCullough.
8 You referred to her as Ms. Sharon, correct?

9 A. Yes.

10 Q. And Ms. Sharon who's in the room with us today?

11 A. Yes.

12 Q. And who has been present today for your deposition
13 except for the small amount of time when she
14 stepped out of the room?

15 A. Yes.

16 Q. Okay. When you worked at the Corporate Drive
17 location with Ms. Sharon, did you ever talk with
18 Ms. Sharon about the possibility of you staying at
19 the Corporation Drive location?

20 A. No.

21 Q. Did you ever request Ms. Sharon that you stay at
22 the Corporation Drive location?

23 A. I told her that I liked that store and I would like
24 to stay there, but I never requested formally to
25 stay.

1 Q. Why did you tell Ms. Sharon that you liked the
2 Corporation Drive location?

3 A. Because people didn't on pick on me or try to
4 correct me when I identified as a she.

5 Q. Did you tell Ms. Sharon that co-workers at the Owen
6 Drive store picked on you?

7 A. Yes.

8 Q. What did Ms. Sharon say when you asked her if you
9 could stay at the Corporation Drive store?

10 A. She told me that we were just there to help open.

11 Q. And you went back to the Owen Drive location?

12 A. Yes.

13 Q. Earlier during your deposition you stated that you
14 complained to Ella Riggins about Marquise, correct?

15 A. Yes.

16 Q. Did you complain about any other employee or
17 manager at the Owen Drive location to Ms. Riggins?

18 A. Before me and Ms. Bowden, Kristin, we had an
19 incident, but like after that incident occurred she
20 apologized for the incident and told me --
21 basically she just apologized and told me it would
22 never happen again, but that incident was where she
23 told me that I needed to pray, I was going to hell,
24 and I had let Ms. Ella know that and she would talk
25 to Kristen. And I'm assuming from the gesture

1 Kristin made that they did talk, and when she told
2 me it would never happen again it kind of just --
3 it never happened again.

4 Q. Why did Ms. Bowden say those things to you?

5 A. Because I identified as female and my fellow co-
6 workers called me she, and she told me that God
7 made me a man.

8 Q. And during your deposition today you testified that
9 you complained to Jermel that Marquise was
10 harassing you, correct?

11 A. Yes.

12 Q. And you complained to Ella that Marquise was
13 harassing you, correct?

14 A. Yes.

15 Q. And you complained to Ella that Ms. Bowden was
16 harassing you, correct?

17 A. Yes.

18 Q. And you complained to Ms. Sharon that Marquise was
19 harassing you, correct?

20 A. Yes.

21 Q. And you complained to Ms. Sharon that Ella was
22 harassing you, correct?

23 A. Yes.

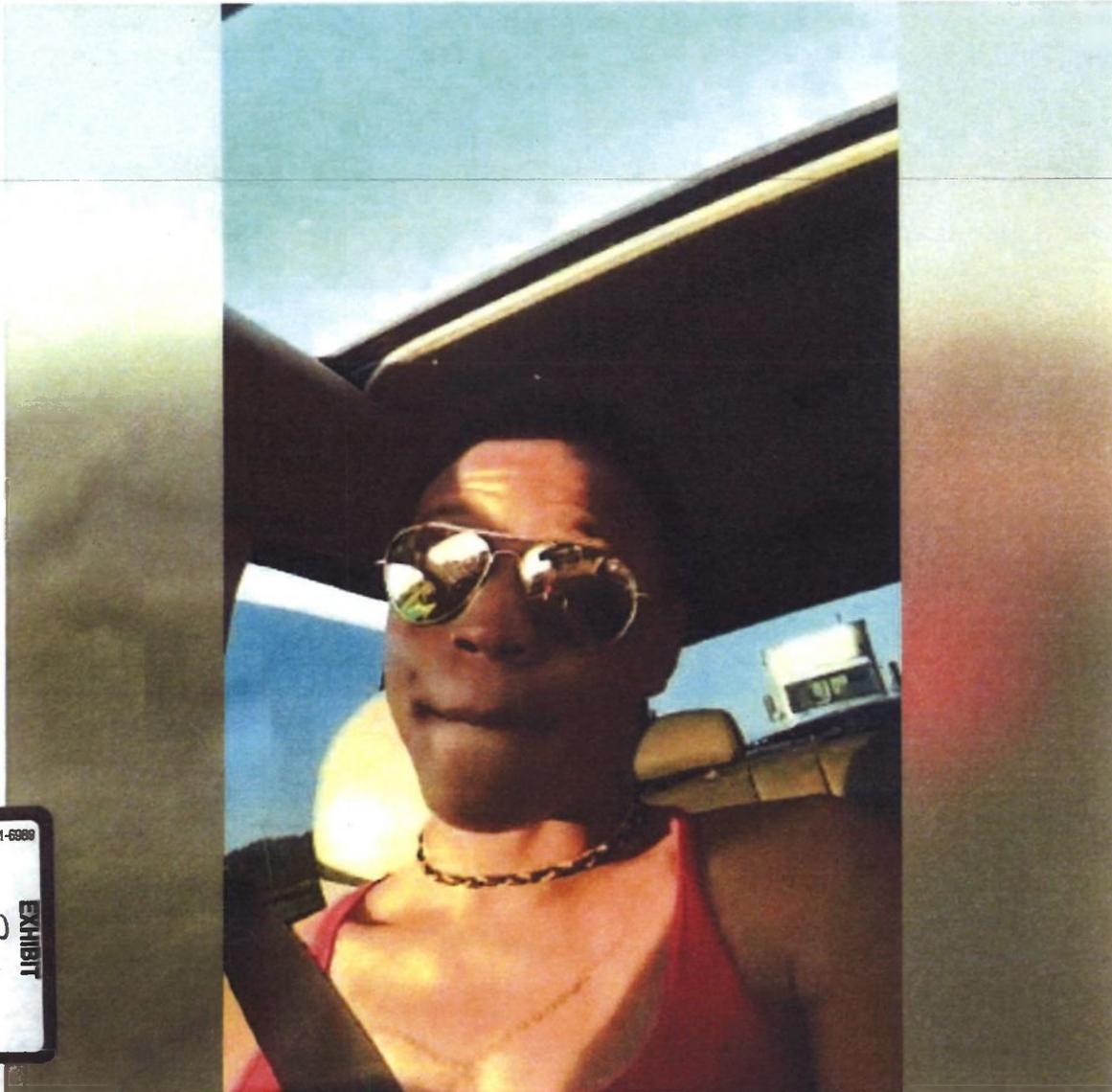
24 Q. And you complained to Ms. Sharon that Kristin
25 Bowden was harassing you, correct?



Jonathan J Dubb Waters was live.

15 hrs · 🌐

Charlotte Bound





Jonathan J Dubb Waters

October 26, 2015

Share

18



Gregory Denny very nice

1 October 26, 2015 at 10:15pm



Jonathan J Dubb Waters Thanks

October 26, 2015 at 10:18pm

People You May Know

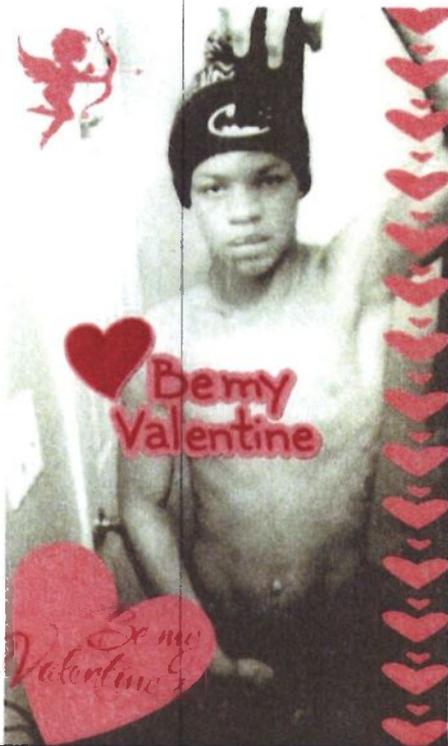
[See All](#)



Mimi Baird Schempp

30 mutual friends

[Add Friend](#)



Jonathan J Dubb Waters

February 4, 2015

So Who Wants To Be My Valentine's??

Share

16

View 9 more comments



Justin Travon Harris Your welcome my moo moo

See Translation

February 4, 2015 at 5:06pm · 1



Ian Davis I wouldn't mind

February 4, 2015 at 5:21pm · 1



Nene Ailday Jones Jason um hell nahh

See Translation

February 4, 2015 at 9:18pm

People You May Know

See All



Lauren Goodman

19 mutual friends

Add Friend



Jonathan J Dubb Waters

January 18, 2015

#BigBoyBritches

Share

1

People You May Know

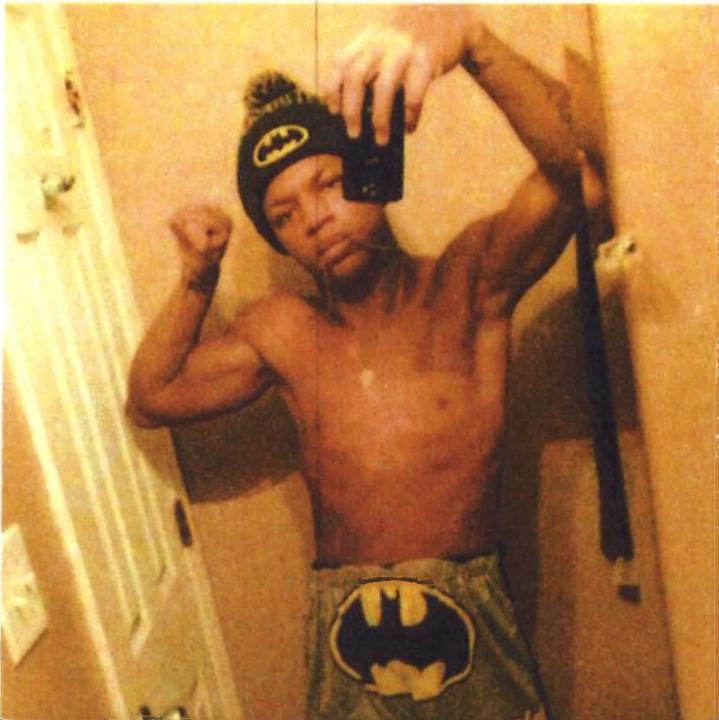
See All



Janis Barker

2 mutual friends

Add Friend



Jonathan J Dubb Waters

January 18, 2015

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28



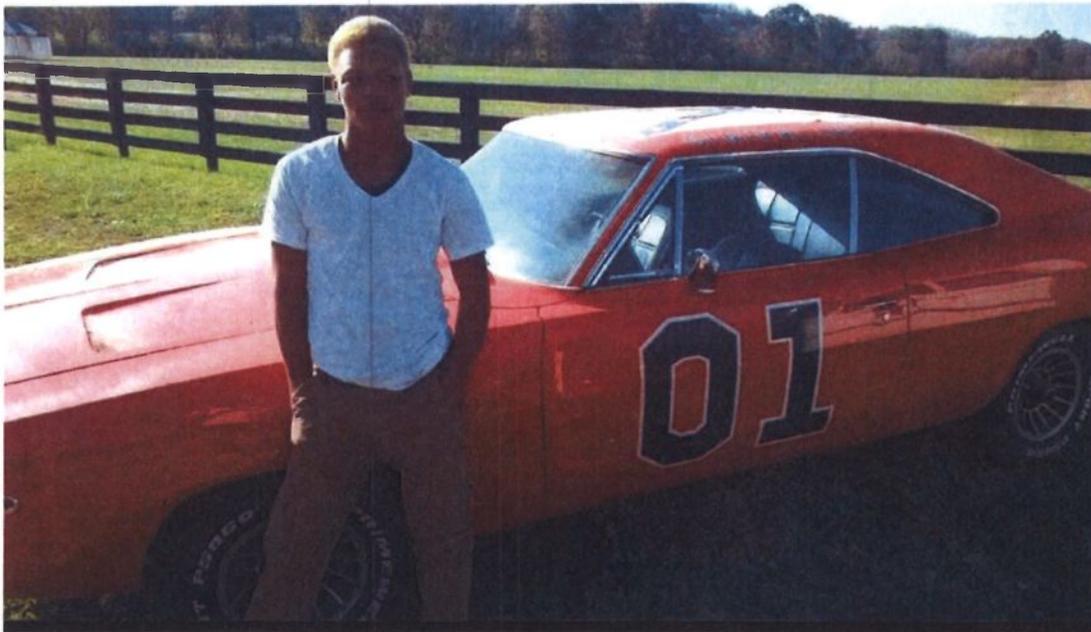
Tae Sirenty Chanel boy you look like pooh bear
January 21, 2015 at 8:01pm



Jonathan J Dubb Waters Lmfao No... Pooh Bear
Looks Like Me
January 21, 2015 at 8:02pm



Tae Sirenty Chanel lmfao
January 21, 2015 at 8:02pm



 **Jonathan J Du**
November 21, 2014

Share

15

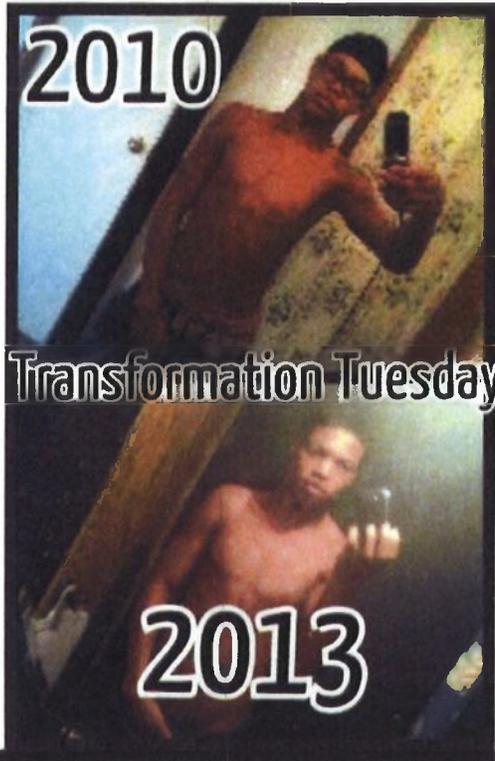
 **Felicia Johnson** Su-
handsome guy!!
December 2, 2014

 **Marck Whallas**

December 30, 2014

People You May Know

 **Harley Snyder**
33 mutual friend
[Add Friend](#)



Jonathan J Dubb Waters
October 15, 2013

Transformation Tuesday. ... Lms

Share

7

People You May Know

[See All](#)



Christine Randall
3 mutual friends
[Add Friend](#)

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
No. 5:16-cv-0064-BO

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

BOJANGLES' RESTAURANTS, INC.,

Defendant.

DEPOSITION

OF

SHARON McCOLLOUGH IRWIN

Taken at:

Robinson, Bradshaw & Hinson
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

On Tuesday, April 25, 2017

REPORTER: SALLY W. LOWRANCE, CVR-M

Notary Public

[4/25/2017] Irwin, Sharon - 04/25/17

1 A. Seven.

2 Q. Which restaurants are those?

3 A. Raeford Road, Raeford Road 2, Ramsey Street, Owen Drive,
4 Hope Mills, Hope Mills 2, Raeford, and Lumberton.

5 Q. Okay, and Raeford Road and Raeford Road 2 are separate
6 and distinct from Raeford? I'm assuming Raeford is the
7 city of Raeford, North Carolina?

8 A. (Nods head affirmatively.)

9 Q. Okay. And Raeford Road and Raeford Road 2 are in the
10 city of Fayetteville?

11 A. (Nods head affirmatively.)

12 Q. Okay.

13 MR. CHURCH: You have to answer yes or
14 no.

15 A. Yes, ma'am.

16 Q. All right. So when you learned that Brenda was
17 transgender, how did you feel about that?

18 MR. CHURCH: Objection to the form.

19 A. I didn't feel any way about it.

20 Q. No opinion on the matter?

21 A. Not at all.

22 Q. Now, this case is going to focus on Jonathan Wolfe, and
23 I'm going to refer to her as Ms. Wolfe. Just generally,
24 describe for me how you perceived Ms. Wolfe.

25 A. Jonathan was a great cashier. Jonathan was very

1 personal with every customer he dealt with, he --
2 outgoing, one of the best cashiers we had at Owen Drive.
3 I brought him with me to a new store opening. We were
4 actually looking at him to promote him up because he was
5 just a -- when he was in the restaurant you knew it. He
6 made himself -- when I walk into a restaurant employees
7 either stand out to me or they don't because of how well
8 -- the job they do. You make yourself noticeable or you
9 don't. And he stood out because he did a excellent job,
10 and that's why he got brought to the new store opening
11 with me. He just did a excellent job. He was good with
12 customers, very personable. I like Jonathan a lot. I
13 mean, we were already promoting him to head cashier, or
14 whatever you want to call that, because he did a great
15 job.

16 Q. You keep referring to Jonathan as he. Why do you use
17 he?

18 A. Because Jonathan never told us otherwise.

19 Q. So you dispute that Jonathan Wolfe ever told you that
20 she is a transgender female?

21 A. Yes.

22 Q. And so if Jonathan Wolfe were to come in and testify
23 that she did tell you that she was a transgender female,
24 you would dispute that?

25 A. I would.

1 Q. Okay, so it's your word versus Ms. Wolfe's word?

2 MR. CHURCH: Objection to the form.

3 A. Absolutely.

4 Q. And what does the word "gay" mean?

5 MR. CHURCH: Objection to the form.

6 A. When two people of the same sex are together or have
7 intercourse together -- together.

8 Q. And what about the word "bisexual"?

9 A. When someone of the -- of one sex is attracted to people
10 of the same sex or the opposite sex.

11 Q. And the word heterosexual?

12 A. When you are attracted to the opposite sex.

13 Q. So which one of those labels would you apply to Jonathan
14 Wolfe in 2013: transgender, gay, bisexual, or
15 heterosexual?

16 MR. CHURCH: Objection to the form.

17 A. I wouldn't apply any of them to Jonathan Wolfe because I
18 don't know anything about Jonathan's personal life.

19 Q. You don't know anything about Jonathan's personal life?

20 A. I know that Jonathan is a great cashier, and I know what
21 Jonathan -- the little bit that I do know, Jonathan told
22 me that he was in a relationship with a gentleman at one
23 point in time, and that's all I know about Jonathan.

24 Q. How did you come to learn that Jonathan was in a
25 relationship with a gentleman?

1 A. Because there was an incident that happened at Owen
2 Drive, and I was on vacation, and Jonathan reached out
3 to the new store that I had took him to to open. He
4 called the manager in charge there and asked him to call
5 me. So he -- they called me. He had locked himself in
6 the bathroom because he engaged in a -- he started a
7 conversation with two gentlemen in the kitchen about a
8 sexual encounter that he was having with his boyfriend.
9 So when the two gentlemen in the kitchen started asking
10 him questions that he didn't feel comfortable answering,
11 he got upset and locked himself in the bathroom and
12 wanted me to come handle it. And that's how I
13 discovered he was in a relationship with a man.

14 Q. And what were your thoughts on the fact that Jonathan
15 was in a relationship with a man?

16 A. I didn't have any thoughts about it.

17 Q. Had you ever personally seen Ms. Wolfe wearing makeup in
18 the store?

19 A. I have not.

20 Q. Jewelry?

21 A. Nope.

22 Q. Fake fingernails?

23 A. Nope.

24 Q. Have you ever personally seen Ms. Wolfe dressed in
25 female clothing?

[4/25/2017] Irwin, Sharon - 04/25/17

1 Q. Could you give me a week?

2 A. I want to say it was on the week of Valentine's week,
3 but I'm not exactly for sure.

4 Q. But it was before February 21st?

5 A. Right.

6 Q. Okay. So at least before February 21st you had some
7 understanding that Ms. Wolfe was not a heterosexual
8 male, correct?

9 A. Correct.

10 Q. And you relayed that to Ms. Eubanks?

11 A. I did.

12 Q. When did you call Ms. Eubanks to discuss this situation
13 where Jonathan had locked herself in the bathroom?

14 A. The day after it happened.

15 Q. Did you take any notes from the situation?

16 A. I did not.

17 Q. When you called Jeannine Eubanks about it the day after,
18 how long did your phone call with Jeannine last?

19 A. A couple minutes.

20 Q. What did you-all talk about?

21 A. I just told her that -- what happened and what I did.

22 Q. And it was your decision to terminate Ms. Wolfe,
23 correct?

24 A. It was.

25 Q. Who else was involved in that decision?

[4/25/2017] Irwin, Sharon - 04/25/17

1 A. Nobody.

2 Q. Just you?

3 A. Just me.

4 Q. Did you consult with anybody in making your
5 determination?

6 A. I did not.

7 Q. Okay. When did you make the decision to terminate
8 Ms. Wolfe?

9 A. On the phone that night.

10 Q. Which night?

11 A. The 27th, February 27th.

12 Q. 2013?

13 A. Yes, ma'am.

14 Q. Approximately what time of day?

15 A. Between 5:30 and 6:00.

16 Q. In your words why did you decide to terminate charging
17 party, or Ms. Wolfe?

18 A. For being disrespectful and cursing at me nonstop.

19 Q. What specifically did Ms. Wolfe say to you?

20 A. That he is a f'ing paying customer and that he does not
21 have to listen to me, and he doesn't give a GD what I
22 said, and he can go in any f'ing store he wants to. And
23 I asked him, "Please do not curse at me, because even
24 though you're not on the clock right now you still are
25 employed with Bojangles'. Please don't curse again,"

[4/25/2017] Irwin, Sharon - 04/25/17

1 So he already called Jeannine.

2 So we already talked about what I was going to say
3 to him when I called him back. But by the time I called
4 him back, the cashier already called him and told him
5 Ella was going to fire him. So now he -- forget what he
6 told Jeannine because he was on a whole 'nother level
7 scared that Ella was going to fire him, so he didn't
8 want to go back to Owen Drive. So the stuff he had left
9 for Jeannine on her voice mail, he didn't even want to
10 discuss with me anymore. Now he just didn't want to
11 even go back to Owen Drive.

12 Q. So you and Ms. Eubanks had talked through what you
13 planned to say to Ms. Wolfe. What had you planned to
14 say to Ms. Wolfe?

15 A. That he was going to have to at least cut his hair to be
16 able to restrain it if it were that long. At this point
17 me or her had -- no one had seen his hair -- that it was
18 going to have to be restrained.

19 Q. But the decision to transfer Ms. Wolfe to the Raeford
20 Road location was made on February 21st?

21 A. It was.

22 Q. Okay. How many times did you speak with Ms. Wolfe on
23 the 21st?

24 A. Once.

25 Q. And that was the conversation where you were driving

[4/25/2017] Irwin, Sharon - 04/25/17

1 back to Fayetteville and you stopped?

2 A. It was.

3 Q. Okay. All right, and so during that conversation you
4 talked about the transfer to Raeford Road?

5 A. We did.

6 Q. You talked about Ms. Wolfe's long hair?

7 A. We did.

8 Q. What else did you talk about?

9 A. That's it. We talked about -- we didn't talk about the
10 hair first. He told me that he didn't want to go back
11 to Owen Drive, that he wanted Ella fired, and I told him
12 that wasn't happening. "What else can I do for you?"
13 He told me he wanted to transfer to the Raeford Road
14 Bojangles'. "That's fine, but we still have to address
15 your hair."

16 "What do I have to do?" I said, "You have to be
17 within health department regulations."

18 "Well, what is that?" I said, "It has to be
19 restrained, just like anybody else's hair has be
20 restrained."

21 "Well, other people have braids."

22 "Yes, they do, but they're short enough where they
23 can be wrapped up in a hairnet or restrained under their
24 hat. If yours can do that, so be it," because again,
25 I'm still blind into this because I don't even know how

1 long or whatever his braids are. He said, "I'll cut
2 them. It's not a problem."

3 "Okay, call her on Thursday, and get your schedule
4 for next week," and it was done. We were good. Then I
5 told him, "But if you're scared of Ella like you just
6 told me you were, just -- if you feel like there's going
7 to be" -- because he told me he felt like there's going
8 to be a confrontation. "Don't go back into Owen Drive
9 anymore. Let it be."

10 "Yes, ma'am, I will." And we hung up. We were
11 done.

12 Q. You never gave Ms. Wolfe an explicit ban from going to
13 the Owen Drive store, correct?

14 A. I did not.

15 Q. So Ms. Wolfe was allowed to go into the Owen Drive store
16 on February 27th?

17 A. He was allowed to.

18 Q. Okay. So your Fayetteville market, you said it has
19 seven stores, correct, today, or was it nine stores?

20 A. The area changes so often. You -- we built stores, took
21 stores away. It changes.

22 Q. Okay, in February 2013 how many stores were in your
23 area?

24 A. Eight.

25 Q. And you went to visit each of these eight stores,

[4/25/2017] Irwin, Sharon - 04/25/17

1 schedule for next week. I will make it happen. When we
2 hang up I will make the phone call. It's done." Done.
3 "I'm going to do this for you. For me, if you feel like
4 you and Ella are having conflict, stay out of Owen
5 Drive. Stay out of Owen Drive."

6 "Yes, ma'am."

7 "We're good?"

8 "We're good."

9 "All right, have a good night." Our conversation
10 was over.

11 Q. Now, had Ms. Wolfe ever asked you about transferring to
12 a different location other than the Raeford Road 735?

13 A. He did not.

14 Q. Earlier when you were talking about Ms. Wolfe, you
15 mentioned how she had gone to assist you with opening a
16 new location, and that was the Corporation Drive
17 location in Hope Mills?

18 A. Yes, ma'am.

19 Q. Okay. And from my understanding it was a big deal to be
20 a part of an opening team, correct?

21 A. Yes, ma'am.

22 Q. Okay. When was that store opened?

23 A. The end of 2012. We opened December 19, 2012.

24 Q. Was Ms. Wolfe there for opening day?

25 A. I honestly can't remember, but I would probably say yes

[4/25/2017] Irwin, Sharon - 04/25/17

1 where Ms. Wolfe dyed her hair blonde?

2 A. There was.

3 Q. How did you come to know about the fact that Ms. Wolfe
4 dyed her hair blonde?

5 A. Because I seen him.

6 Q. Was there an issue with Ms. Wolfe's hair being dyed
7 blonde?

8 A. There was not.

9 Q. Why was that not an issue?

10 A. Because we are allowed to have our hair natural colors,
11 and if I can go home and dye my hair blonde he can go
12 home and dye his hair blonde. And when we were at
13 Corporation Drive he asked me that. He was like, you
14 know, "Am I allowed to dye my hair blonde?" "Yeah."
15 And he was like, "Okay." And it took him months to do
16 it but he did it.

17 Q. So you recall that Ms. Wolfe dyed her hair blonde after
18 you all were at the Corporation Drive location together?

19 A. Uh-huh.

20 Q. Okay. Was Ms. Wolfe promoted to head cashier before or
21 after she went to Corporation Drive to help with the
22 opening?

23 A. That was before -- or right during that time frame.

24 Q. Now, during this time when you were having conversations
25 about Ms. Wolfe dying her hair blonde did Ms. Wolfe ever

[4/25/2017] Irwin, Sharon - 04/25/17

1 testified today to, but it doesn't contain the cussing.

2 MR. CHURCH: Objection to the form.

3 A. Correct, it testify -- because that's how it all came to
4 be how we, me and Jonathan, even connected to talk again
5 on the 27th.

6 Q. But you aren't able to produce to me an email that would
7 show that you reported that Ms. Wolfe was cussing?

8 A. No, I don't have it. I do not.

9 Q. All right. Well, you do give a reason in your email why
10 you terminated Ms. Wolfe and you said, "I'm terminating
11 you from your employment today for the fact that you
12 went to the Owen Drive trying to start something with
13 Ella and for spreading gossip," correct?

14 A. Correct.

15 Q. So you do respond to Mr. Vickie's question, but you're
16 silent as to the cussing part?

17 MR. CHURCH: Objection to the form.

18 A. Say that again?

19 Q. But you are silent as to the cussing part?

20 MR. CHURCH: Objection to the form.

21 A. I think when I terminated him I may have told him for
22 both reasons but I -- I -- I really can't remember.

23 Q. So you don't remember why you told Ms. Wolfe you were
24 terminating her?

25 MR. CHURCH: Objection to the form.

1 A. I know I told him for cursing at me, but I could have
2 told him for going into the Owen Drive location when I
3 asked him kindly not and for trying to start trouble
4 with Ella.

5 Q. Earlier you had said you believe that on February 27th
6 Ms. Wolfe went to try to make Ella explode. Do you
7 remember saying that?

8 MR. CHURCH: Objection to the form.

9 A. I do.

10 Q. On what grounds to you base that assumption?

11 A. That he stood at the front register talking about Ella
12 and calling Ella names, wanting her -- to get a reaction
13 out of Ella.

14 Q. Did you talk to Ms. Wolfe about the reason why she went
15 to the store?

16 A. Yeah, to get a cherry drink.

17 Q. Any reason to dispute that?

18 A. Is there any reason to dispute that, that he could have
19 went to any other Bojangles' and got one, he could have
20 went to any Pizza Hut and got one?

21 Q. Well, I thought earlier you had said that that cherry
22 drink is specific to Bojangles?

23 MR. CHURCH: Objection.

24 Q. So now it's served at Pizza Hut too?

25 MR. CHURCH: Objection to the form.

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
No. 5:16-cv-00654-BO

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| _____ |) |
| U.S. EQUAL EMPLOYMENT |) |
| OPPORTUNITY COMMISSION, |) |
| |) |
| Plaintiff, |) |
| |) |
| vs. |) |
| |) |
| BOJANGLES' RESTAURANTS, |) |
| INC., |) |
| |) |
| Defendant. |) |
| _____ |) |

DEPOSITION
OF
JEANNINE M. EUBANKS

Taken at:

Robinson, Bradshaw & Hinson, PA
101 North Tryon Street
Charlotte, North Carolina

On Thursday, April 13, 2017

REPORTER: ANGELICA SCOTT, CSR
Notary Public

1 case, and we presented some exhibits to her. And under
2 North Carolina, the courts ask us to number the
3 documents across all depositions consecutively.

4 A. Okay.

5 Q. So are you confused by that?

6 A. No. I understand.

7 Q. Okay. So I'm going to mark Exhibit 2 for you.

8 A. Wasn't my deposition. It was someone else's.

9 Q. Correct. We started your deposition on Exhibit 3.

10 A. Three.

11 Q. Which actually I may have erred. So I am going to mark
12 that as Exhibit 2.

13 Have you had the opportunity to review the
14 document that's been marked as Exhibit 2?

15 A. Yes, ma'am.

16 Q. Do you recognize this document marked as Exhibit 2?

17 A. Yes, ma'am. It comes from the employee handbook.

18 Q. And it's the same employee handbook that we looked at
19 as Exhibit 3?

20 A. Yes, ma'am.

21 Q. I'm going to be focusing on the personal appearance
22 policy. Did you have any input into drafting this
23 personal appearance policy?

24 A. Yes, ma'am.

25 Q. Explain your involvement in drafting the personal

1 appearance policy.

2 A. Again, it was a compilation of our requirements from
3 the health department, from our Q&A department, from
4 our operations department. I also looked at previous
5 handbooks, compiled everything to be reviewed by our
6 outside attorney.

7 Q. What's the Q&A department?

8 A. Quality assurance.

9 Q. What's that department responsible for?

10 A. The quality of our food served in restaurants.

11 Q. Okay. And what about the health department? Is that
12 something internal to Bojangles'?

13 A. No. The health department is an external organization
14 that comes in and checks the quality of cleanliness in
15 the restaurant, whether we're following state and
16 county guidelines.

17 Q. Those are the people that come and give you A, B, C, D
18 ratings or whatnot?

19 A. Yes.

20 Q. Okay. All right. So the grooming policy discusses
21 hair.

22 A. Yes, ma'am.

23 Q. How did you come up with the policy on hair?

24 A. I don't remember the specific guidelines of how we came
25 up with this but have to stress that we are a

1 quick-service restaurant industry, and hair is a big
2 issue in our industry because it gets into food; it
3 restrains people from performing appropriately. So
4 we're always very mindful of issues related to hair,
5 and we wouldn't have a handbook without addressing that
6 issue.

7 Q. The policy says something about hairbands. What's a
8 hairband?

9 A. A hairband could be anything that pulls the hair back.
10 I guess it's possible it could be a rubber band,
11 although we do address that. But, generally, hairbands
12 pull the hair all the way back, away from the face.

13 Q. Bows?

14 A. I think everyone knows what a bow is. It's decorative
15 hair ornaments.

16 Q. So people could wear decorative hair ornaments at
17 Bojangles' when they're working?

18 A. It would sort of depend -- my preference is they have
19 nothing in their hair because we require them to wear
20 hats, and it's practically impossible to wear a hat if
21 you have a bow in your hair.

22 Q. It's my understanding that all hourly employees have to
23 wear a hat. Is that correct?

24 A. Uh-huh.

25 Q. Okay. And that was correct in 2012-2013?

1 A. It's always been an issue, yes. It's always been a
2 policy.

3 Q. In fact, policy says, "Hair must be covered by a hat";
4 correct?

5 A. Yes.

6 Q. Does that mean all hair on a human's head?

7 A. Well, that would be impossible. But you are -- the
8 objective is to restrain the hair near the face. When
9 you lean forward over food, something of that nature,
10 the hair is not going to fall forward over the food.
11 So, generally, a hat is just going to restrain this
12 part of your hair that's close to your face.

13 Q. What about my braid. Would my braid be acceptable to
14 wear if I were an hourly employee?

15 A. If your hair was constantly braided and was worn in
16 such a way that it fell down your back. I would not
17 let you wear it over your shoulder like that.

18 Q. But if I did it like that and threw it behind my head,
19 my hair would be okay even though the braid does not
20 fit inside the hat?

21 A. Correct.

22 Q. Okay. Is there any prohibition against individuals
23 wearing wigs while working so long as the wig can be
24 put under the hat and secured?

25 A. No.

1 Q. And he spoke directly to you? Or she did?

2 A. Yes.

3 Q. So we are in agreement that on February 21st, Jonathan
4 Wolfe placed a phone call to Bojangles' HR?

5 A. Yes, at 9:50 a.m., to be exact.

6 Q. So we agree there is a phone call?

7 A. Yes.

8 Q. But we disagree fundamentally about what was said
9 during this phone call.

10 A. Yes. Perhaps.

11 Q. And it's a matter of your words versus Jonathan's
12 words?

13 MR. CHURCH: Objection to the form.

14 Q. Please answer.

15 A. Well, yes. If he's saying he was subjected to some
16 kind of discrimination, that is not what he reported to
17 me.

18 Q. But all we have are your words versus Jonathan words.

19 A. And the notes that I submitted to the EEOC.

20 Q. Okay. Did you make a copy of this phone call?

21 A. Did I record the phone call? No. I just took notes.

22 Q. Okay. There's no audio, video recording of the phone
23 call in any way?

24 A. No.

25 Q. Okay. And walk me through, line by line, your phone

1 call on February 21st with Jonathan.

2 MR. CHURCH: Objection to the form. And I
3 will say, she's got notes. If you'd like for her
4 to discuss notes with you, she can. Or she can
5 testify the best of her recollection.

6 MS. STEENBERGH: Yeah, we'll start with
7 testimony first.

8 A. Just go through the process of how the phone call
9 evolved? Is that what you want to know?

10 Q. Yeah. So Jonathan called you at what, nine?

11 A. 9:50 a.m. Introduced himself as Jonathan Wolfe, said
12 he was an employee at the Owen Drive location, that
13 he'd had a problem with his unit director. And I
14 confirmed -- I believe I confirmed that that was Ella.
15 And he was very upset.

16 I believe I asked him if he had talked to
17 Sharon or would he be willing to talk to Sharon, which
18 he said yes, he would. He -- again, as I said, was
19 very excited and was -- excuse the choice of words, but
20 chatty. And he told me that he had taken three days
21 off because it was his birthday and that he had gone by
22 the restaurant to show everyone his new extensions. He
23 told me he spent over \$200 on those extensions and
24 that -- I got the impression they weren't well received
25 in the restaurant.

[4/13/2017] Eubanks, Jeannine - 04/13/17

1 He didn't like the way Ella had talked to
2 him. I don't remember, in that conversation, him
3 saying specifically what Ella told him. He had the
4 perception that he could be subject to termination
5 because of those braids, but he did not seem to object
6 to me calling Sharon or getting her involved, and
7 that's what I did. And it was her intention to
8 schedule a meeting as quickly as she could.

9 Q. So Jonathan communicated to you that she thought she
10 could be terminated because of the braids?

11 A. Right. For some reason, he had that impression.

12 Q. And what did you ask in order to follow up with that
13 sentiment?

14 A. I believe I asked him where he got that impression, and
15 I think it was the -- he named the assistant unit
16 director, who that would have been who? Janice? I
17 think he named the assistant unit director as making a
18 comment -- sitting here trying to remember. I think
19 the comment was, you know, "You disgust me. You're
20 going to lose your job over those braids," or something
21 to that effect. I can't -- I can't quote word for
22 word.

23 And as -- as is my practice, I tried to calm
24 him down, tell him let me get some facts, would he be
25 willing to meet with Sharon, that that was typically

1 had firm beliefs about things. That may -- could be
2 based on some kind of religious belief. I don't know.
3 Again, you're attributing to me that I know these
4 people better than I do, and I don't.

5 Q. Well, who is telling you about Janice says whatever
6 comes --

7 A. The only person I ever talked to was Sharon.

8 Q. So Sharon would be able to provide the --

9 A. Yes. She would be able to give you some insight.

10 Q. At the very bottom of the page, it says, "Alleges he
11 talked to Sharon about derogatory remarks made to him
12 because of sexual preference."

13 A. Yes. That was his allegation.

14 Q. That's what Jonathan reported to you?

15 A. Yes. And that had to do with the incident earlier that
16 month that Sharon said to me was not a formal
17 complaint, and it was not comments just directed to
18 him. These two people, Jonathan and another male
19 employee, were having a conversation. For some reason
20 I think -- I want to say -- and you'll have to ask
21 Sharon to clarify -- that it was about clubs they go to
22 or something like that. But I don't know where I got
23 that.

24 Q. So when Jonathan tells you "I have talked to Sharon
25 about derogatory remarks made to me because of sexual

1 derogatory remarks; correct?

2 A. Yeah, but what's derogatory and what's derogatory?

3 Q. Well, did you ask --

4 MR. CHURCH: Please let Ms. Eubanks answer
5 the question.

6 A. I have people call and say, "My manager called me
7 stupid." That's derogatory in my mind. He never said,
8 "Somebody's calling me a 'faggot'" or "sissy" or
9 "making a comment about my gender identity" or "my
10 sexual preferences." He never said that. And I'm
11 almost a hundred percent sure, even though I didn't
12 write it down, I would have said, "Did Sharon handle it
13 when you reported it to you?" And he would have said
14 "Yes." If he had said no, that would have been a
15 different kind of complaint that I would have been
16 dealing with.

17 Nothing in my conversation with Jonathan ever
18 led me to believe that he had any of this residual
19 concerns or fears or anything. He was mad about his
20 hair because he spent \$200 on his hair. He made that
21 clear to me.

22 Q. But Bojangles' complaint policy says complain to your
23 unit director, your area director, HR or our hotlines.
24 Those are all valid ways to complain.

25 A. Yes.

DISCLAIMER

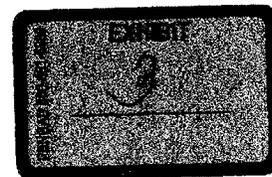
NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE, NOR SHALL IT BE INTERPRETED TO CREATE, A CONTRACT OR AGREEMENT OF EMPLOYMENT, OR ANY PART OF A CONTRACT OR AGREEMENT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED. THE RELATIONSHIP BETWEEN BOJANGLES' RESTAURANTS, INC. AND ITS EMPLOYEES IS STRICTLY THAT OF EMPLOYMENT AT-WILL.

I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE FOREGOING DISCLAIMER. I FURTHER ACKNOWLEDGE THAT ALL PREVIOUSLY ISSUED EMPLOYEE HANDBOOKS ARE WITHDRAWN BY AND ARE OF NO FURTHER FORCE OR LEGAL EFFECT.

Name of Employee

Signature of Employee

Date



Dear Employee:

This is your Employee Handbook. It is meant to be an informative guide to the principles, policies, procedures and benefits of Bojangles' Restaurants, Inc. ("the Company" or "Bojangles"). After completing orientation and reading the Handbook, you should have a better understanding of what to expect from the Company and what we expect from you.

Our most important message to you is that we appreciate your efforts and contributions to the Bojangles' Brand. Our team members who are serving customers, preparing food, and keeping our restaurants clean are the real heroes of our business. We do know that working in a restaurant can be challenging and even stressful at times, but it also offers a great opportunity to work in a team environment and gain a tremendous amount of real world experience.

Your number one job is to take care of the customer by providing *Star Service*. The Company's Star Service culture includes five key points of difference which are defined as the simple, but specific, opportunities we have in all of our restaurants to elevate the level of service. When executed properly, they will propel us way past our competition and give us a unique opportunity to exceed our customers' expectations. Understanding these points of difference and how you can implement them properly will help us win customers from other restaurants.

- **Speak To Me** - Greet/Speak to every customer that you come in contact with - just saying Hello can make a difference
- **Act Like You Care** - This is nothing more than being nice - look at them - pay attention to what they are saying - Smile
- **Hurry** - This is the 'Fast' food business - Move quickly and with a purpose - anticipating and **responding** to the customer's needs
- **Get It Right** - Making sure the order is accurate is critical (75% of meals are eaten away from the restaurant - no chance to correct later) - meet the expectations on Quality
- **Bring Me Back** - Thank customers - let them know you appreciate their business and genuinely want them to return - Great Tasting Food, Friendly Efficient Service in a Clean Restaurant

Our Company's Vision is "*To create a culture based on trust, effective leadership and total commitment that is without equal*". Culture can be defined as "the way we do things around here".

- Trust is defined as developing relationships by being truthful and honest in all things with employees and customers. We can count on each other.
- Effective Leadership is about our commitment to develop leaders who positively influence our people through integrity, example, training and advancement; and our commitment to customers through outstanding service and quality.
- Total Commitment is our promise to act in the best interest of our people, our customers, our company and the Bojangles' Brand.
- Without Equal sets the highest standard possible! Do you want to be part of making something very special?

We hope you will be happy working at Bojangles'. The Company will continue to offer competitive pay rates and benefits, and will provide you a safe and pleasant working environment. Although this handbook may change or be revised to keep it current, our commitment to you will not change. That's because we believe you are our most valuable asset!
Welcome to Bojangles'.

The Bojangles' Leadership Team

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HISTORY OF BOJANGLES'

In 1977, Bojangles' Famous Chicken N' Biscuits was founded in Charlotte, NC. The first restaurant was built at the corner of West Blvd. and South Tryon. Bojangles' began as the dream of two veteran food operators who foresaw a rising consumer demand for wholesome, "made-from-scratch" meals offered in the convenience of a quick-service environment.

Today, Bojangles' has grown to become a major restaurant chain operating under the name of Bojangles' Restaurants, Inc. Approaching 500 restaurants, company-owned and franchised, Bojangles' has successfully expanded the concept throughout the Southeast.

PURPOSE OF HANDBOOK

The purpose of Bojangles' Employee Handbook is to provide you with general information on our policies and procedures. Because of the nature of our operations, the work environment and the accommodations necessary for individual situations, the policies and procedures set out in the Handbook may not apply to every employee or to every situation.

Bojangles' may change or revise policies or procedures relating to your employment as we consider necessary, using sole discretion, either in individual or company wide situations, with or without notice in accordance with applicable law.

EMPLOYMENT INFORMATION

The Company is committed to a work environment in which all employees are treated with respect and dignity. Each employee has the right to work in a professional setting that promotes equal employment opportunities and prohibits all forms of discrimination and harassment. The Company expects that all relationships among employees will be business-like and free of prejudice and harassment.

EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Bojangles' to provide equal employment opportunities, consistent with federal, state and municipal equal employment opportunity laws, to all persons regardless of race, color, religion, sex, gender, age, national origin, disability, genetic information, pregnancy or any other characteristic protected by law. The Company prohibits and will not tolerate discrimination or harassment based on any of these protected characteristics. This policy applies to all terms and conditions of employment.

Any disabled person requiring a reasonable accommodation under the Americans with Disabilities Act, as amended, to perform the essential functions of his/her position should make a request for accommodation to the Director of Human Resources at 1-800-849-3360, Ext. 8634.

EMPLOYMENT INFORMATION (Cont'd.)

ANTI-HARASSMENT/DISCRIMINATION POLICY

Bojangles' does not tolerate any form of illegal workplace harassment and/or discrimination by any of its employees, customers or vendors. Any form of illegal harassment or discrimination that is related to an individual's race, color, religion, sex, gender, age, national origin, disability, genetic information, pregnancy, or any other characteristic protected by law is a violation of this policy for which appropriate disciplinary action will be taken.

For purposes of this policy, harassment includes any type of misconduct based on any protected characteristic that is unwelcome to any employee. No policy can identify the full range of behaviors that are unacceptable in the workplace or that constitute harassment. Prohibited acts can take a variety of forms. Harassment on the basis of any protected characteristic is strictly prohibited. Harassment can include verbal or physical conduct that demeans or shows hostility or dislike toward another employee because of his/her race, color, religion, sex, age, national origin, disability, genetic information, pregnancy or any other characteristic protected by law, or that of his/her relatives, friends or associates, and that;

- (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; displaying written or graphic materials in the workplace that demeans or shows hostility toward an individual employee or group of employees.

Sexual harassment constitutes discrimination based on sex or gender and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual or gender-based nature when, for example;

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (ii) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors may include, but are not limited to, unwanted physical conduct, including touching, pinching, brushing the body, blocking movement or any physical interference with normal movement. Verbal harassment includes offensive comments, jokes, innuendoes and sexually oriented statements and comments that ridicule, insult or otherwise

EMPLOYMENT INFORMATION (Cont'd.)

demeans an employee's gender. Sexual harassment may also include non-verbal conduct such as displaying sexually suggestive objects, pictures, graffiti or making obscene gestures.

This policy applies to all applicants and employees, and prohibits harassment, discrimination and retaliation whether engaged in by an employee, by a manager or supervisor or by someone not directly connected to the Company (a vendor, consultant or customer). Conduct described in this policy is unacceptable in the workplace and in any work-related setting, such as business trips, meetings and business-related social events.

RETALIATION

The Company prohibits retaliation against any individual who makes a good faith report of discrimination or harassment in the workplace. Likewise, the Company prohibits retaliation against any individual who assists or participates in the investigation of such reports. Retaliation is a serious violation of this policy, and anyone engaging in such conduct will be subject to disciplinary action, up to and including immediate termination of employment.

Reporting an Incident of Harassment, Discrimination or Retaliation

The Company requires employees to immediately report all incidents of harassment, discrimination or retaliation, regardless of the offender's identity or position within the Company. Any person who believes they have experienced or witnessed harassment, discrimination, retaliation or other conduct that is contrary to this policy must report it to his/her Unit Director, Area Director, Regional Vice-President or the Director of Human Resources at 1-800-849-3360, Ext. 8634. Employees may also call the Human Resources Hotline at 1-800-849-3360, Ext. 8401 or the Employee Awareness Hotline at 1-800-514-4227 to make a report. No one is authorized to tell or even suggest to any employee that he/she not report a violation of this policy. Any employee who has any questions or concerns about this policy may contact the Human Resources Department.

Immediate reporting and intervention are the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. The Company will conduct a prompt investigation of all complaints of harassment, discrimination and retaliation. Every effort will be made to keep matters related to the investigation confidential to the extent reasonably possible. Appropriate corrective or disciplinary action will be taken against any employee who has violated this policy.

FRATERNIZATION

Working relationships must remain on a professional, business-like basis at all times to avoid the perception of sexual harassment, discrimination or the appearance of preferential treatment. Personal relationships between supervisors and subordinates are strongly discouraged particularly where a direct reporting relationship is present. At its discretion, the Company may prohibit such relationships and/or appropriate action will be taken in the event the relationship causes a business concern.

EMPLOYMENT INFORMATION (Cont'd.)

EMPLOYMENT OF RELATIVES

Bojangles' permits the employment of qualified relatives as long as such employment does not, as determined in the discretion of Bojangles', create actual or perceived conflicts of interest. For the purpose of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin or corresponding in-law or "step" relation.

Bojangles' may, but is not required to permit the relatives of employees to work in the same Bojangles' facility provided there is no direct reporting or supervisory relationship. No relative will be permitted to work in any position in which Bojangles' believes an inherent conflict of interest may exist. In the event a relationship causes a conflict of interest, appropriate corrective action will be taken.

EMPLOYMENT REQUIREMENTS

There are certain requirements that generally must be met before the applicant can be employed by Bojangles'. A partial list is as follows:

1. Online Application: Anyone desiring employment with Bojangles' must complete the Company's online application and submit to a criminal background check.
2. Telephone: We strongly recommend that you have telephone service at your home or through a cell phone so you can be in contact with your management team and co-workers.
3. Transportation: Reliable transportation is required of all employees. Whether you walk to work, ride the bus, ride with a friend or relative, or drive your own car, it is your responsibility to arrive at work when scheduled. Transportation problems are not acceptable reasons for an absence or tardiness.

Restaurant managers are required to have a personal vehicle in order to meet the requirements of the job. Restaurant managers are generally prohibited from providing transportation for employees as this may create the perception of preferential treatment or lead to reports of alleged sexual harassment. Any manager who regularly provides transportation for employees will be subject to disciplinary action, which may include termination.

4. Minimum Age: Bojangles' employees must be sixteen (16) years of age or older. If you are between the ages of sixteen (16) and eighteen (18), you may be required to verify your age and/or provide any documentation that is required by the laws of your state (work permit) before starting work.
5. Social Security Card/Number: To ensure Social Security deductions are *properly* credited to the correct account, you will need to provide a verifiable social security number. The Company reserves the right to verify your social security number with the Social Security Administration. Upon receiving your first paycheck, you should verify that the social security number on your check is correct.

EMPLOYMENT INFORMATION (Cont'd.)

6. Employment Eligibility Verification (I-9 Form): You must present proof of identity and employment eligibility prior to your first day of work. The Company participates in the federal E-Verify program where required by state law.
7. Transfers and Rehires: All transfers from one restaurant to another restaurant must be approved by the Area Director.

No former management employee will be rehired without prior approval from the Regional Vice President and/or Vice President of Human Resources. No former crew member will be rehired without prior approval from the Area Director and Human Resources Department. Former employees who are eligible for rehire must successfully complete the online application and criminal background check before being considered for rehire. Former employees who were terminated for cause or who failed to give and work a two-week notice will not be eligible for rehire.

8. Seasonal Employees: A seasonal employee is one who is attending school in another city. The employee remains actively employed but on a "seasonal leave" while at school. The employee will be permitted to work while home during the summer months or during school breaks.

ON THE JOB

STAR SERVICE

Star Service is an important element of the Company's operating philosophy. The Company has clearly defined our service culture with five points of difference. *Speak to Me* establishes the all important first impression between Bojangles' and the customer. *Act Like You Care* is being nice and interacting positively with the customers. *Hurry* is providing quick, efficient service to each guest. *Get It Right* is providing the customer with a great experience through quality products, accuracy and speed of service. *Bring Me Back* makes customers visit us again and again. Finding ways to say *Yes* to our customers instead of no will make them lifelong fans. Make it your mission every day to give customers what they want and what they expect.

PERSONAL APPEARANCE

1. Grooming: Good grooming and a neat personal appearance are extremely important and reflect pride in your work in the restaurant. They also project a positive image to our customers. Therefore, you should always present a clean and professional appearance.

Hair should be clean, combed/brushed, and neat and under control at all times. Rubber bands, hair bands, bows, a hairnet, etc. may be necessary to properly secure the hair and all team members' hair must be covered by a hat. Managers must meet the same requirements when working in food preparation positions.

Men may have a mustache and/or goatee. However, both must be neat and trimmed regularly.

ON THE JOB (Cont'd.)

Excessive makeup or jewelry should not be worn. Watches, wedding rings, engagement rings or class rings are permitted, but not recommended. No bracelets are allowed other than medical ID's. Necklaces may be worn inside your uniform. Dime sized hoop earrings and/or small stud post earrings may be

worn and no more than two per ear at a time. Gauge earrings, nose, lip, eyebrow, tongue, etc. rings are not permitted.

Fingernails must be neatly trimmed and clean. Artificial nails (including acrylic or sculptured nails) and/ or nail polish may not be worn in food preparation areas.

Otherwise, nails may not be longer than ¼ inch beyond the fingertip and may not include jewels. Employees should use good judgment when selecting nail color.

Tattoos must be in good taste. The manager will determine if the tattoo should be covered because the design or slogan may be offensive to customers.

Note: State regulatory requirements take precedence over these policies.

2. Hygiene: Personal hygiene is extremely important in the food service industry. Harmful bacteria are easily transferred when good personal hygiene is not practiced. One sick or infected employee who does not follow good hygiene habits could be responsible for the outbreak of disease or food borne illness that could affect many customers and employees. Good personal hygiene starts at home before the work day begins. A personal hygiene regime should include:

- Bathing daily and using deodorant
- Brushed teeth
- Clean hands and nails
- Clean-shaven
- Clean pressed clothing

Washing your hands is mandatory before preparing and handling food, or after any of the following activities:

- Breaks and smoking
- Visiting the restroom
- Handling money
- Performing maintenance or cleaning duties

To avoid possible contamination of food products, you should also wash your hands if you cough or sneeze on them; put your hands in your pockets; or touch them to any part of your body, including your face or hair.

3. Official Bojangles' Uniform: As a new employee, you will receive a Bojangles' uniform consisting of a Bojangles' shirt, hat and name tag which must be worn at any time that

ON THE JOB (Cont'd.)

you are at work. You will be responsible for the rest of your work clothing, including the following:

Crew members:

- Black pants
- Solid dark belt (Pants must be belted at the waist when pants have belt loops. Pants must be worn properly, not low on the hips.)
- Bojangles' approved jackets and/or sweaters
- Proper undergarments
- Solid dark brown or black leather shoes with hard top, closed toes and non-skid soles. No sandals, flip-flops, mules or canvas shoes may be worn in the restaurant.

Management Uniform (including Shift Managers):

- Cotton twill pants (khaki, dark blue and black)
- Solid dark belt (Pants must be belted at the waist when pants have belt loops. Pants must be worn properly, not low on the hips.)
- Bojangles' approved jackets and/or sweaters
- Proper undergarments
- Solid dark brown or black leather shoes with hard top, closed toes and non-skid soles. No sandals, flip-flops, mules or canvas shoes may be worn in the restaurant.

The number of uniforms you receive will be determined by your work schedule. However, you will receive a minimum of two shirts. You are responsible for keeping your uniforms neat and clean. Lost or damaged uniforms must be replaced or repaired at your expense unless the uniform is damaged while you are on the job.

4. Employees are required to dress appropriately; wear the official uniform when at work or business attire when attending other Company functions. Please use good judgment in your choice of work clothes and conduct yourself professionally and in a way that best represents Bojangles'.

NOTICE OF STATUS CHANGE

Please keep Bojangles' informed of any change that may affect your benefits or payroll tax withholdings. It is very critical that we always have your correct address (for mailing your W-2) and phone number in case of emergency.

EMPLOYEE COMPLAINT PROCEDURES

In any organization of our size, where people work closely together as a team, misunderstandings may arise. You may have a problem or concern regarding your employment or an employment-related issue. In most cases, you should first discuss the problem with your manager. If that fails, go to the next level of supervision as indicated below:

ON THE JOB (Cont'd.)

1. Manager-in-Charge; 2. Unit Director; 3. Area Director; 4. Regional Vice President

If your efforts to resolve the disagreement do not work, or you do not feel comfortable discussing the issue with your manager, you may contact the Human Resources Department at the Support Center in Charlotte, NC at any time at 800-849-3360. **Please note any complaint regarding discrimination, harassment or retaliation must be reported in accordance with Anti-Harassment/Discrimination Policy as directed beginning on page 8.**

TELEPHONE /CELL PHONE USAGE

The telephone in the restaurant is provided for business and emergency use only. Personal calls are not to be made or received during business hours except in cases of emergency or to notify someone of a change in your work schedule.

Cell phones must be turned off while employees are on the clock. Employees are only allowed to make personal calls or send text messages during regular break periods. Because most cell phones have the capability to take photographs or video, employees are prohibited from taking photographs or filming video anywhere on Company property, and circulating photos and videos of employees or Company property.

SOCIAL MEDIA

Social media can be defined as any website or medium (including video) that allows communication in the open and without restriction. Social media is not only a way for the Company to reach consumers and market our brand but it is also a source of networking and communication between people. Common, well-known social networking sites include MySpace, Facebook and Twitter.

While the Company recognizes your right to interact socially on the internet through blogging and social media, you are expected to protect the privacy, confidentiality, reputation and interests of the Company and its current and future employees, partners and customers.

If you are developing a website or writing a blog that will mention the Company and/or our current products, employees, owners, customers or competitors, you must obtain prior approval from the Human Resources Department. If approved, you must acknowledge that you are an employee of the Company and that the views expressed on the blog or website are yours alone and do not represent the views of the Company.

You may not share confidential, proprietary or trade secret information about the Company, its products, sales, finances, employees or any information, including the use of Company logos that has not been approved for release or use by the Company.

You may not engage in name calling, slander or behavior that will reflect poorly on the Company in any fashion, our current, former, or future employees, customers or competitors. Blogs, postings and comments made via the Internet should be respectful and honor the privacy rights of our employees and customers. Violations of this policy, including but not limited to

ON THE JOB (Cont'd.)

making unfounded or derogatory statements about the brand or misrepresenting the Company, will result in disciplinary action, up to and including immediate termination of employment.

The Company reserves the right to search and view employee's social media sites and Internet activity, and to use this information for legitimate employment decisions which may include disciplinary action in accordance with applicable law.

CONFIDENTIAL INFORMATION

Bojangles' has devoted substantial time and effort to developing unique methods of preparing our products. Therefore, all information pertaining to the restaurant, operations, equipment, products, management, business plans, strategies, processes, forecasts, financial information, customer information, personnel or employee information, development plans or marketing is confidential and should be treated as such. If someone asks you questions regarding Bojangles' methods of operations, please refer that person to the Manager-in-Charge (M.I.C.).

Only authorized personnel should be permitted in the kitchen area of the restaurant. Individuals representing government agencies may be given access to the restaurant after showing proper identification to the M.I.C. Members of the press, sales people or anyone soliciting information may not enter the kitchen. Advise these individuals to contact the Regional Vice President for information or permission to access the restaurant.

Negative comments, rumors, gossip, and hearsay about other employees and managers is prohibited. Employees, including managers, who release confidential information, will be subject to disciplinary action, up to and including termination.

Employees' obligation to maintain the confidentiality of Bojangles' confidential, proprietary and/or trade secret information survives termination of employment.

REFERENCES/WAGE VERIFICATIONS

All requests for information about Bojangles' employees must be forwarded to the Human Resources Department. This includes, but is not limited to, DSS, Medicaid or Housing Authority forms, subpoenas for employment records, wage and employment verifications, EEOC and ESC claims. Managers are not permitted to give references, provide wage information or any other employment information for hourly or salaried employees. Telephone inquiries for such information should be referred to the Human Resources Department.

MEALS AND BREAKS

While Department of Labor guidelines do not require employers to give breaks, the Company will extend breaks to employees in accordance with the needs of the business. Time for meal periods and breaks will be determined by the M.I.C or the Unit Director on a shift by shift basis for each restaurant. Breaks lasting less than twenty (20) minutes will be paid breaks. Breaks lasting twenty (20) minutes or longer will be time off without pay and non-exempt employees must be off the clock.

ON THE JOB (Cont'd.)

Employees are prohibited from leaving the restaurant while on break. You are allowed to eat or drink only in designated areas. Remember, it is your responsibility to clean up behind yourself. Drink cups should not be left on the frontline or in food preparation areas. Employees are encouraged to "sip and toss" drinks.

SMOKING

Bojangles' is a smoke-free facility. Employees may smoke only in the designated areas behind the dumpster gate, away from customer view. No smoking is permitted in the restaurant office or next to the entrances to the building. Employees should not leave the building after dark to smoke. Cigarette butts and trash should be disposed of properly.

CAREER OPPORTUNITIES

TRAINING

As part of your orientation, you will view training materials about the key elements of the Company's operating philosophy; biscuits, chicken, tea and service; and review the Operations Manual and other training materials. It is very important that you pay close attention to the videos and to the trainer when you are being trained. If you have questions or do not understand the material, you should always ask someone to explain it.

WORK STATIONS

There are various work stations in every Bojangles' restaurant: the front line, the biscuit table, grills, etc. All are important to the work flow and success of the restaurant and it is important that you do the best you can at whatever job you are doing. Although you may be assigned to a particular work station, you should understand that you will be cross trained on multiple tasks and you may be directed to help any other station as the need arises.

ADVANCEMENT

Training is designed to help you reach your full potential. Employees who have achieved the level of excellence required of their position may also apply to be considered for management training. Restaurant management positions may include one or more of the following: Assistant Unit Director, Dinner Manager, Unit Director or Training Unit Director.

WORK SCHEDULES

HOURS

Prior to employment, you should have come to an understanding with the Unit Director as to the hours or any particular assigned work days you are available to work. The Company does not

WORK SCHEDULES (Cont'd.)

guarantee a specific number of hours for employees each work week. While specific hours may be set initially, the needs of the business and individual performance will dictate when and how many hours you work. Accordingly, your work schedule may be subject to change in the Company's discretion based on its business needs.

WORK SCHEDULES

Restaurant work schedules are posted on the bulletin board on Thursday for the following week. Be sure you know how to read the schedule and where it is posted in your restaurant. When the schedule is posted, be sure to check the dates and times closely. It is your responsibility to know your schedule and to report to work when scheduled.

The Unit Director or the affected manager-in-charge (M.I.C.) may make changes to the schedule. If management changes your schedule, you will be given proper notification. If you need to change your work schedule, the change must be approved in advance by the Unit Director. Notify the M.I.C. of any last minute changes resulting from sickness or emergency. The absence must be approved by the M.I.C.

TIME OFF

Requests for time off should be given to the Unit Director, in writing, no later than one week prior to the date requested off. There is no guarantee that a request for time off will be approved since the demands of the business take first priority. If more than one employee asks for the same day(s) off, the scheduling decision will be made at the Unit Director's discretion.

TIME RECORD

All crew members must "clock" in and out to record the hours worked each day. Each employee is issued a personal badge (green magnetic swipe card) to be used to clock in and out at the register. You should not clock in before your scheduled starting time or clock out after your scheduled stopping time unless authorized by your manager. Accurate entries will ensure that you are paid correctly for all the time you work in a week. Any changes made by management to your clock in or out record are to be signed by both you and your manager. Do not go behind the front counter and clock in before you are ready to begin working.

At the end of each work shift when you clock out, you will receive a printed record of your hours worked on that shift. You should check and save these receipts to compare with your paycheck. If you find an error in your paycheck, notify the Unit Director immediately. Be prepared to present your time punch receipt to verify the error.

Remember, failing to clock in and out may result in an error on your paycheck.

Never change another employee's time record or use another employee's swipe card. Likewise, falsifying your own time record is strictly prohibited and either violation will be grounds for disciplinary action, including immediate termination of employment.

No crew member is permitted to work "off the clock" at Bojangles'.

ATTENDANCE

You are expected to report to work when scheduled and on time. If you must be absent or tardy, you must inform the M.I.C. at least two (2) hours before your scheduled work time. It is your responsibility to call to report an absence or tardiness. Do not have family members, friends, and etc. call for you. **Text messaging is not an acceptable form of communication with the manager.**

Excessive, unexcused absenteeism and tardiness reflect on your work record and may be grounds for disciplinary action up to, and including, termination of employment. Failure to report to work as scheduled and failure to communicate with your manager before the end of the scheduled shift ("no call no show") may be considered a voluntary resignation by you.

Bojangles' will strive to provide work whenever you arrive for your scheduled shift. However, we can not guarantee that you will always work the days or hours scheduled. The needs of the business will determine your work schedule. If you report to work and the restaurant is closed or no work is available due to factors beyond our control, no compensation will be given unless required by applicable law.

PAID TIME OFF

Bojangles' realizes that occasionally circumstances may require your absence from work. You are generally eligible for paid time off, or an unpaid leave of absence, if you have at least one year of continuous service. All absences generally require prior approval from your Unit Director. The following are types of paid time off available to all employees:

- **Jury Duty:** All employees summoned for jury duty are provided with excused time off in accordance with applicable law regardless of the length of employment with the Company. Eligible employees with at least one year of continuous service who are summoned for jury duty will be excused from work with pay for the first two weeks of jury duty. Employees will be excused but unpaid for jury duty exceeding two weeks. Eligible employees will be reimbursed the difference between the employee's regular weekly earnings and the jury duty pay issued by the court. Employees summoned for jury duty must furnish proof of their jury service and payment in a written statement from the court. Employees only receive payment for days served when those days are scheduled work days. Employees with less than one year of service will be excused from work without pay and will be required to furnish proof of jury service in a written statement from the court.
- **Bereavement:** Qualified employees will be granted up to three (3) days paid leave in the event of the death in the immediate family. The immediate family includes spouse, child, and grandchild, parent, brother, sister, grandparent or parent-in-law. Only scheduled work days missed are eligible for pay and they must occur within one week of the death. Pay for crew members will be calculated using average weekly earnings. Employees with less than one year of service will be excused from work without pay

ATTENDANCE (Cont'd.)

LEAVE OF ABSENCE

- *Military Reserve Training:* Qualified employees ordered by the United States Armed Forces or National Guard to participate in annual training will be granted a leave of absence. Employees should notify the company at the time of employment of their participation in the military reserve. A schedule of the annual training dates should be provided on a timely basis. Bojangles' will pay the difference between the employee's military pay and his/her average weekly wages, not to exceed two (2) weeks in a calendar year. A copy of the military order and proof of military pay is required in order to receive these payments.
- *Military Leave:* Eligible employees who are absent from work for service in the uniformed services will be provided unpaid military leave and afforded reinstatement and other rights in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may apply accrued paid leave for necessary military leave if they wish; however, they are not obligated to do so.

Please contact the Human Resources Department if you have questions about military leave or need to request a covered leave.

- *Family and Medical Leave (FMLA):* An eligible employee can take up to 12 weeks, or a combined total of 26 weeks in the case of a servicemember family leave, of unpaid leave within a 12-month period pursuant to the Family and Medical Leave Act (FMLA). To be eligible for FMLA leave, the employee must have been employed by Bojangles' for at least 12 months and worked at least 1,250 hours in the last twelve months.

Reasons for Leave

An employee may take FMLA leave for any of the following reasons:

- (1) The birth of a child and to take care for the newborn child.
- (2) The placement of a child with you for adoption or foster care.
- (3) To care for a spouse, child, or parent ("covered relation") with a serious medical condition.
- (4) Due to the employee's own serious medical condition if the employee is unable to perform the functions of his position.
- (5) Due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or an order to active duty) in the National Guard or Reserves in support of a contingency operation.
- (6) To care for a servicemember who is the employee's spouse, child, parent or of whom the employee is the next of kin, if the servicemember is recovering from a serious illness or injuries sustained in the line of duty while actively deployed in the United States Armed Forces, including active duty members of the National Guard or Reserves.

ATTENDANCE (Cont'd.)

Leave due to reasons (1) or (2) must be completed in a single consecutive block of time within the 12-month period beginning on the date of birth or placement. In addition, if the employee and the employee's spouse are both employed by Bojangles', their combined FMLA leave due to reasons (1) or (2) may not exceed a total of 12 weeks during any 12-month period.

Leave due to reason (6) provides eligible family members with up to 26 weeks of combined unpaid, annual FMLA leave during a single 12-month period.

Notice of Leave

If the need for FMLA leave is foreseeable, the employee must give Bojangles' at least 30 days prior written notice. If 30 days notice is not practical, absent unusual circumstances, an employee's notice of FMLA leave must be as soon as practicable, and employers are expected to comply with Bojangles' usual and customary call-in procedures for reporting absences. Failure to provide such notice or to comply with these procedures may be grounds for delay or denial of approved leave.

Rolling Calendar

Bojangles' uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave to calculate FMLA leave eligibility.

Medical Certification

If the employee is requesting leave because of his/her own or a covered relation's serious medical condition, the employee and the relevant health care provider must supply appropriate medical certification. The employee may obtain the required FMLA forms from the Human Resources Department. The form must be returned within 15 days after the FMLA leave is requested unless it is not practicable to do so despite the employee's diligent, good faith efforts. Failure to provide requested medical certification in a timely manner may result in denial of leave. If FMLA is denied, absences may be considered unexcused and may result in disciplinary action in accordance with Company policy and applicable law.

If an employee submits a medical certification form that is incomplete or insufficient Bojangles' will advise the employee in writing as to what additional information is needed and give the employee 7 calendar days (or a longer period if the employee acts diligently but is unsuccessful in obtaining the information) to complete and return the form. A certification will be considered insufficient if it contains information that is vague, ambiguous or nonresponsive. If such information is not clarified, FMLA leave may be denied.

Bojangles', at its own expense, may request a second medical opinion if it feels it is warranted. If the second health care provider's opinion conflicts with the original medical certification, Bojangles' may, at its own expense, require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Failure to cooperate, including authorizing the release of relevant medical information pertaining to the

ATTENDANCE (Cont'd.)

condition for which leave is being sought if so requested by that health provider, may result in denial of leave.

Bojangles' may also require periodic medical re-certification of the medical condition at reasonable intervals, but not more often than every 30 days, unless:

- (a) the employee requests a leave extension.
- (b) there are changed circumstances relating to the illness or the injury, and/or
- (c) Bojangles' receives information that casts doubt on the continuing validity of the most recent certification.

Reporting While on Leave

If an employee takes leave because of his/her own serious medical condition or to care for a covered relation, he/she must contact Bojangles' regarding his/her intention to return to work. Written notification should be sent to the Human Resources Department.

Substitution of Paid Leave

Bojangles' requires an employee to exhaust any accrued vacation time to which he/she is entitled concurrently with FMLA leave. Any such vacation time will be paid in accordance with Bojangles' vacation policy.

Intermittent Leave

Leave because of a serious medical condition or a qualifying exigency related to a call to active duty may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Examples would include chemotherapy or physical therapy.

An employee must consult with his/her manager when scheduling intermittent or reduced leave. The employee is required to make reasonable efforts to schedule time off so as not to disrupt unduly the operations of business.

In connection with intermittent or reduced leave that is foreseeable due to planned medical treatment, Bojangles' may temporarily transfer the employee to an available alternative position that better accommodates that person's recurring leave and which has equivalent pay and benefits.

Medical and Other Benefits

During an approved FMLA leave, Bojangles' will maintain the employee's health benefits, if any, as if the employee continued to be actively employed in accordance with applicable law and the requirements of the plan.

ATTENDANCE (Cont'd.)

An employee who fails to return to work due to some reason other than the employee's own serious health condition or other circumstance beyond the employee's control may be required to reimburse the Company for premiums paid during the employee's FMLA leave.

Return From Leave

Employees who take leave due to their own serious medical condition are required to provide medical certification certifying they are fit to resume work. Such certification should be directed to the Human Resources department. An employee who fails to provide the required documentation will not be permitted to resume work until it is provided.

- Medical Leave of Absence: Bojangles' offers full-time, salaried employees, who do not qualify for Family and Medical Leave, an unpaid medical leave of absence. Full time, salaried managers become eligible for leave upon employment by the company and may take up to a total of twelve (12) weeks of unpaid medical leave with job protection. The Medical Leave of Absence is for employees only and does not apply to illness or injury of family members. Employees must apply for leave, and once approved, as determined in the Company's sole discretion, must provide medical certification every fourteen (14) days. Failure to provide medical certification will terminate the leave and employees will be required to return to work. If an employee does not return to work after failing to provide medical certification or is unable to return to work at the end of twelve (12) weeks, the company will consider this a voluntary resignation. While on unpaid medical leave, employees do not accrue any time or benefits. The seniority date will be moved forward the exact number of days the employee is absent from work. Benefits resume on the first day of the month following ninety (90) days of active employment.

WAGES

PAYROLL

1. Pay Period: The work week begins at 12:01 a.m. on Monday and ends at midnight on Sunday. The pay period is one (1) work week, with 52 pay periods per year.
2. Pay Day: Pay day is Monday for hours worked the work week that ended eight (8) days earlier.
3. Direct Deposit of Wages: Payment of wages will be made via direct deposit and will be activated with your first pay check via a payroll card (with employee consent and authorization to the extent required by applicable state law). You may elect to deposit your wages to a bank account with any financial institution of your choice by completing a Direct Deposit Authorization form. Implementation of the bank account may take up to two (2) weeks. See your manager for information about other free banking options.

WAGES (Cont'd.)

A request to stop or make changes to your direct deposit must be submitted in writing no later than Wednesday morning preceding the end of the pay period. Failure to notify the payroll department of changes may result in your pay check being delayed or sent to the wrong account.

A non-negotiable copy of your paycheck will be sent to the restaurant each Monday. You should retain the check copy for your files since it is a record of taxes and other deductions withheld from your gross pay. In the near future, the Company will make check stubs available electronically via the Internet.

4. Pay Check Deductions: The law requires that Bojangles' deduct federal, state and social security taxes from your pay check. No other money is withheld from your check unless authorized by you in writing or otherwise allowed by law.

In the event you receive a live pay check and subsequently lose or destroy the check through personal negligence, a replacement check will be issued. However, you will be subject to a stop payment fee which will be deducted from the reissued check amount.

5. Overtime: All crew members working more than forty (40) hours in one work week will be paid time and one-half for all hours worked over forty (40) in a work week. Working overtime is not guaranteed and is at the discretion of the manager. Overtime will not be permitted unless it is necessary for the successful operation of the restaurant. Overtime must be approved in advance by the M.I.C. Failure to comply with this policy will result in appropriate disciplinary action, up to and including termination of employment.

At no time will any employee be allowed to work off the clock.

6. Compensation: Bojangles' believes in performance-based compensation. Your wages and hours will be based upon your performance, the number of positions you have mastered, your availability, your flexibility and other legitimate business factors. Employees will have regular performance evaluations which may or may not result in a wage increase.
7. Cash Payments to Employees: Bojangles' strictly prohibits the payment of wages from the cash register, safe or daily deposit. Any manager who makes a cash payment to an employee will be subject to disciplinary action, up to and including termination.

WEEKLY PAYCHECKS

As a current benefit to you, Bojangles' processes your paychecks on a weekly basis. The company realizes that it is helpful for you to receive a check each week. Direct deposit of paychecks and/or pay cards makes your funds immediately available on payday. With direct deposit, you do not have to plan for bank holidays or worry about the safe and timely delivery of your paycheck.

BENEFITS

The following is a summary of benefits currently available to employees. Bojangles' reserves the right to change or revise these benefits at any time.

EMPLOYEE MEALS

Bojangles' offers the following meal program to all employees:

- Employees may receive a complimentary meal totaling \$4.00 or less at retail value. Any amount over \$4.00 will be purchased at the full retail price.
- The complimentary meal is available from ½ hour before the shift until ½ hour after the shift.
- All complimentary food **must be eaten at the restaurant**.

All employee meals must be ordered at the register, rung up by the M.I.C. and paid for before being eaten. Eating food that has not been paid for is considered theft and will be dealt with accordingly.

VACATION (Crew Members/Shift Managers)

After completing one year of service, crew members and shift managers will be eligible for vacation pay. Your vacation pay is calculated based on the average number of hours worked each work week during the 52 weeks prior to your anniversary date. Vacation may not be carried over from one service year to the next. The vacation schedule for crew members is as follows:

- One (1) week after one (1) continuous year of service
- Two (2) weeks after two (2) continuous years of service
- Three (3) weeks after five (5) continuous years of service
- Four (4) weeks after ten (10) continuous years of service

Four weeks of vacation is the maximum time available to crew members.

Crew members and shift managers generally may not use vacation in single day increments. Vacation must be taken on weekly basis and no regular hours may be worked during the week designated for the employee's vacation.

Vacation accruals for salaried managers demoted to hourly positions will be adjusted at the time of demotion. The vacation available will be based on the schedule for crew members less any vacation taken between the employee's last anniversary date and the date of the demotion.

Crew members and shift managers who have twelve (12) months of service with the Company and voluntarily elect to terminate their employment must provide a (2) week advance written notice in order to receive payment for earned but unused vacation. All other employers shall forfeit accrued vacation upon termination of employment.

BENEFITS (Cont'd.)

VACATION (Salaried Management)

The Company provides paid vacation days to all eligible full time salaried management employees. Vacation is available to cover full day absences from work for any personal reason, including sickness. Employees will receive their full weekly salary during the first six (6) months of employment. Upon becoming eligible for vacation, employees will be required to use vacation for any personal, full day absence from work. When the employee has used all of the vacation days available to them in the current year, any additional full day absences for the remainder of the year will be unpaid. Certain absences may be compensable under other benefit plans such as worker's compensation or short term disability. Eligibility will be determined in accordance with the applicable plan documents. Please contact the Human Resources Department with any questions.

Salaried management employees will be advanced paid vacation days according to the following schedule and will be eligible to take days advanced to them after completing six (6) months of service. Employees are generally required to submit requests for vacation 30 days prior to the scheduled vacation. Employees are expected to work the day before the vacation begins and the first day immediately following the vacation. Vacation is to be taken in one week increments. Requests for vacation of two or more consecutive weeks must be approved by the Regional Vice President, Area Director and Human Resources Department. Any exception to this policy must be approved by the Regional Vice President and Human Resources Department.

THERE IS NO ROLLOVER OF UNUSED VACATION DAYS. VACATION FOR THE CURRENT YEAR MUST BE TAKEN ON OR BEFORE DECEMBER 31ST.

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 5 | 4 | 3 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | 10 | | | | | | | | | | | |
| 3-4 | 12 | | | | | | | | | | | |
| 5-9 | 17 | | | | | | | | | | | |
| 10+ | 22 | | | | | | | | | | | |

Full time salaried employees who are rehired within less than one year from their termination of employment will be advanced vacation as if they were a new employee. Employees will be eligible to take the days advanced to them after completing six (6) months of service. In the third year of employment, the entire length of service will be reinstated. Employees rehired after an absence of one or more years will be treated as new hires.

Vacation accruals will be adjusted for crew members promoted to salaried management positions at the time of promotion. The vacation at the time of the promotion will be based on the following schedule for the newly promoted salaried employees less any vacation used between the employee's last anniversary date and the date of promotion.

BENEFITS (Cont'd.)

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 1 | 1 | 0 |
| 2 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 2 | 1 | 1 |
| 3-4 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 |
| 5-9 | 17 | 15 | 13 | 11 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 |
| 10+ | 22 | 20 | 18 | 16 | 14 | 12 | 10 | 8 | 6 | 4 | 3 | 2 |

Employees who have twelve (12) months of service with the Company and voluntarily elect to terminate their employment must provide a two (2) week advance written notice in order to receive payment for earned but unused vacation. All other employees shall forfeit accrued vacation upon termination of employment. Earned vacation is defined as vacation accrued monthly during the current calendar year. Payment at termination will be the number of days earned in the current year as pro-rated per month according to the following schedule, less any days used in the current year prior to termination.

| Calendar Year | Jan | Feb | Mch | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| 1 | 0 | 1 | 1 | 2 | 2 | 3 | 3 | 3 | 4 | 4 | 5 | 5 |
| 2 | 1 | 1 | 2 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 3-4 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 5-9 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 11 | 13 | 15 | 17 |
| 10+ | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | 20 | 22 |

Salaried employees and crew members who are terminated for misconduct or violation of company policy will forfeit all unused vacation.

Any employees who are advanced vacation that they have not earned are required to repay it to the Company upon termination and it may be deducted from their final paychecks to the extent permitted by applicable law.

HOLIDAYS

Birthday Holiday: After completing thirty (30) days of employment, a salaried management employee is eligible to take one paid holiday per calendar year in celebration of his/her birthday. In the first year of employment, the birthday holiday is recognized only if the employee's birthday occurs after the date of hire.

The birthday may be taken on the employee's actual date of birth or scheduled for any other day during the calendar year. The actual day taken must be scheduled at least two (2) weeks in advance and approved by the Unit Director. Should the employee's birthday occur in the first thirty (30) days of employment, the holiday will be recognized after the completion of thirty (30) days of service. The Birthday Holiday is not cumulative and may not be carried over into the next calendar year. Employees will not be compensated for any unused Birthday Holiday.

Thanksgiving and Christmas Holidays: After completing thirty (30) days of employment, salaried restaurant managers are eligible for two (2) paid holidays: Thanksgiving and Christmas Day. If a manager is requested to work on a company recognized holiday, the employee can take

BENEFITS (Cont'd.)

another day off in the week before or in the week following the holiday. Crew members will be paid one and one-half times the hourly rate for all hours actually worked on the holiday. Holidays are not cumulative and may not be carried over into the next calendar year. Eligibility must be verified by the Human Resources Department before payment will be processed. Holidays will not be paid out upon termination.

SICK AND PERSONAL DAYS

There are no paid "sick days" or "personal days" for restaurant employees. Certain managers are salaried, exempt employees who are paid an established weekly salary regardless of the number of hours or shifts worked. Schedules may be altered by supervisors to accommodate the trading of shifts if a manager experiences a minor illness requiring time off from work.

If a manager requires time off for illness or for personal reasons and is eligible for vacation, the manager will be paid vacation for full day absences from work. After all vacation days have been used in the calendar year, full day absences from work will be unpaid.

INSURANCE – CREW MEMBERS

Insurance is available to all crew members who have completed thirty (30) days of employment and who enroll in the insurance plan within sixty (60) days of their hire date. Premiums are paid weekly through payroll deductions and coverage begins the first day after the deduction is made. The company offers annual enrollment in the plan which includes medical, dental, life insurance or short term disability. Information about benefit options and enrollment is available with your Unit Director or you may call the Human Resources Department at 1-800-849-3360, Ext. 8630. **The terms and conditions of all benefit plans are controlled by the applicable plan documents.**

INSURANCE – MANAGEMENT

Insurance is offered to all eligible management employees and coverage is effective the first day of the month following the completion of ninety (90) days of employment. The plan includes medical, dental, vision, short term disability, long term disability and life insurance. An optional supplemental term life insurance program is also available. The company **does not** sponsor open enrollment in the plan and employees must enroll during the first thirty (30) days of employment. Employees who fail to enroll in the plan at the time of hire will not be eligible for future enrollment unless they experience a life changing event in accordance with the plan documents.

If an employee is injured on the job, the injury is determined to be covered by the Worker's Compensation Act and the injured employee is out of work due to the accident, Bojangles' will permit the injured employee to remain on the benefit plan for a maximum of 26 weeks. The injured employee will be responsible for making the weekly premium contribution to the company while out of work. If an employee fails to make the premium contribution, benefits will be terminated and the employee will be offered COBRA. If the employee is unable to return to work after 26 weeks, Bojangles' will terminate their benefits and offer COBRA in accordance with applicable law. The injured employee's status will remain inactive until the final

BENEFITS (Cont'd.)

determination of their worker's compensation claim is made. **The terms and conditions of all benefit plans are controlled by the applicable plan documents.**

SHORT TERM DISABILITY

All full time management employees who have been employed at least twelve (12) consecutive months are eligible to apply for short term disability (STD) benefits. STD requests must be accompanied by medical certification from a health care provider. If proper certification is not received on a timely basis, benefits will not be paid.

Benefits will not be available until the eighth consecutive day of disability or until accrued sick or vacation time is used, whichever is later. Depending on years of service at the time of the disability, employees may receive from 1 to 26 weeks of full pay. The remaining weeks will be paid at 60% of full pay. STD benefits will not be paid for conditions covered under the Worker's Compensation Act. Before an employee can return to work, a "fit to return to work" certificate completed by the health care provider must be provided. **The terms and conditions of any benefit plans are controlled by the applicable plan documents.**

EMPLOYEE ASSISTANCE PLAN

Bojangles' provides an Employee Assistance Plan (EAP) to all employees. The EAP is a telephone assistance and referral service available to you and your family. Employees may call 1-800-538-3543 and the EAP will provide confidential assistance to help employees and their immediate family deal with issues 24 hours a day, 365 days a year. Contact the Unit Director or the Human Resources Department for more information.

401(k) PLAN

Bojangles' has established a 401(k) retirement savings plan that is available to all employees who have completed one year of continuous service and are twenty-one (21) years of age. The purpose of the plan is to encourage eligible employees to save on a pretax basis and to build a financial reserve for retirement. The company automatically enrolls newly eligible employees in the plan at a contribution rate of 2%. Employees may elect at any time not to participate in the plan. For additional information about the company's 401(k) plan, contact the Human Resources Department. **The terms and conditions of any benefit plans are controlled by the applicable plan documents.**

BO STAR INCENTIVE PROGRAM

All restaurant employees are eligible to participate in the Bo Star Incentive Program which was developed to reward each employee and each restaurant for their accomplishments. Employees can earn points and after accumulating at least 50 points may redeem them for a gift certificate from local retailers. For more information, see the Bo Star brochure.

BENEFITS (Cont'd.)

CREDIT UNION

After completing six (6) months of employment, crew members are eligible to join Carolina Cooperative Credit Union. Management employees are eligible to join immediately upon the start of employment with the Company. The Credit Union may be used for direct deposit of payroll checks or payroll deductions for Christmas club and loans. The maximum allowable credit union deduction for managers is \$300.00 and the maximum allowable deduction for crew members is \$50.00. For additional information or to enroll in the credit union, contact Carolina Cooperative Credit Union at 1-800-726-8901.

EMPLOYEE DISCOUNT PROGRAMS

As an employee of Bojangles', you are eligible for discount programs offered through local businesses. The programs include: discounted membership fee for AAA, refer to promo code 500068; discount services through Verizon Wireless; discount prescription services offered at CVS Pharmacy, Walgreens' Pharmacy and Wal-Mart Pharmacy; Budget truck rental, use account no 56000134047; FromYouFlowers promo code 37D; and rental car discounts through the National and Enterprise. To take advantage of the rental car program, use access code 5026589 for National or 53SW198 for Enterprise. If you want additional information about these programs, contact your Unit Director or visit the Company's portal.

WORKERS' COMPENSATION

All employees are covered under a workers' compensation insurance policy and are eligible for benefits in the event of a job-related accident/injury in accordance with applicable law. You are responsible for immediately notifying your supervisor or a member of management in the event of an accident. Except in cases of extreme emergencies, employees are required to go to the physician designated by Bojangles' for treatment of all workers' compensation injuries. Any employee receiving medical treatment as a result of an on-the-job injury will be required to take a drug test. Failure to take and successfully pass a drug test following an on-the-job injury will result in termination of your employment. You may contact the Human Resources Department if you have questions about filing a workers' compensation claim.

MODIFIED DUTY RETURN-TO-WORK PROGRAM

It is the goal of Bojangles' Restaurants, Inc. to assist any employee who has been injured on the job in returning to work as soon as possible after the accident. Bojangles' wants to ensure that an injured employee is provided with immediate, quality medical care and is given the opportunity to continue to work within the approved treating physician's restrictions without causing hardships related to their injury. For this reason, Bojangles' has developed a Modified Duty Return-to-Work Program. If an employee is temporarily unable to perform the full scope of his/her duties due to a work related injury or illness, the employee may be eligible to participate in the company's Modified Duty Return-to-Work Program. The goal is to provide any employee, with modified duties or work restrictions, the opportunity to return to work as soon as possible after the injury/illness.

BENEFITS (Cont'd.)

While working with modified duties or work restrictions, the employee is expected to follow the same performance standards as an employee with regular duties. This includes but is not limited to satisfactory completion of work assignments, reporting to work on time, completing scheduled shifts and scheduling time away from work (i.e. doctor's appointments) with the Unit Director.

Bojangles' reserves the right to determine the availability, type and duration of all modified duty return-to-work assignments on an individual basis in accordance with applicable law. Any modified duty work assignment will be temporary in nature with the goal to return the employee to their normal work activities as soon as possible. Bojangles' will not create new positions based on work limitations.

UNEMPLOYMENT COMPENSATION

Bojangles' Restaurants, Inc. makes quarterly contributions to a state unemployment compensation account, which is maintained for the purpose of replacing your income if your employment is terminated through no fault of your own. You have the right to apply for unemployment benefits through your local Employment Security Commission. Their office will determine eligibility for benefit payments and how much such payments should be.

DRUG FREE WORKPLACE

Bojangles' Restaurants, Inc. strives to maintain a work environment that is safe and conducive to high work standards for its employees and others having business with the company. As part of this commitment, Bojangles' has adopted a drug-free workplace policy. Our goal is to establish a work environment that is free from the effects of substance abuse.

Applicants for management positions and employees being considered for promotion to management positions, including Shift Manager, must submit to a drug test. In addition, a drug test will be required following a workers' compensation injury which requires medical treatment and random testing of all employees will be done on a monthly basis. Failure to report for a drug screen within 24 hours of an injury or notification of a random test will result in termination. Crew members will receive two hours wages as payment for time and travel for drug screening for random testing. Salaried employees will receive \$20.00 as payment for time and travel. The reimbursement for time and travel will be included on the employee's next paycheck.

An oral swab drug test or laboratory test will be given to applicants for salaried or hourly management positions prior to employment after a conditional offer of employment has been extended in accordance with applicable law. A urinalysis will be conducted by an authorized testing facility for pre-promotion drug tests, random tests or in the event that the oral swab results are inconclusive. Either test determines the presence of illegal drugs which includes those legally obtainable drugs that have not been obtained or used legally.

Employees who attempt to falsify or tamper with any sample will be terminated. Employees who test positive or who do not report for a scheduled test within 24 hours will be terminated. However, employees do have the right to appeal the test results and may request a retest on the

BENEFITS (Cont'd.)

original sample. The employee will be responsible for the cost of the retest and will be suspended without pay during the appeal and retest process.

SAFETY AND SECURITY

GENERAL SAFETY

Bojangles' intends to provide a healthy, safe and sanitary environment for all of our employees and customers. This requires the cooperation and support of every Bojangles' employee. It is mandatory that all employees understand and adhere to the following safety rules:

1. Advise your managers of any potential safety hazards, regardless of how minor.
2. Report all accidents and injuries to the M.I.C. or another member of management immediately.
3. First aid kits are provided for the treatment of minor injuries. Maps are posted in each restaurant showing the location of the nearest emergency medical facility for more serious accidents.
4. All work areas must be maintained in a safe, orderly, and clean condition at all times. Avoid slips, trips and falls by keeping floor surfaces dry and clear of obstacles.
5. Avoid cuts by being careful with knives used at the wrap station or when cutting open cartons and boxes. Do not leave knives and/or other sharp objects in the wash sink.
6. Avoid burns by being aware that equipment used for cooking remains hot even after it is turned off. Be especially careful when handling hot oil and wear personal protective gear when filtering. Be careful to prevent cleaning compounds from coming in contact with your eyes, skin or any food product.
7. Lift with your legs, not your back. If the load is too heavy or too awkward to lift alone, ask for help.
8. Always use any safety or protective devices that are provided. To prevent injury or damage, always use the correct tool or equipment and use them correctly. Do not use any equipment that is unsafe and report unsafe equipment to a supervisor.
9. Horseplay is dangerous and will not be tolerated.
10. Prevent fires by being alert and reporting smoke, unusual heat or burning odors to the M.I.C. immediately. Be familiar with the location and proper use of all fire extinguishers as well as the fire suppression system. In case of a fire, employees should quickly locate the nearest exit, leave the building and go to the dumpster pad where the M.I.C. will account for all employees.

SAFETY AND SECURITY (Cont'd.)

DRUGS AND ALCOHOL

It is the policy of the company to prohibit the possession or consumption of alcohol or illegal drugs in any form on company time or premises. For the purposes of this policy, company time includes work time and time spent at company-sponsored events and meetings. Company premises include the restaurant, parking lot, storage sheds and personal vehicle while parked on company property.

Illegal drugs are defined as drugs or controlled substances which are not legally obtainable; legally obtainable drugs that have not been used or obtained in a lawful manner. Other examples include, but are not limited to, cocaine and marijuana.

If you are taking prescribed medication that could have a negative effect on your ability to perform your job safely, you must inform the M.I.C. or a member of management before beginning your shift.

WEAPONS

The possession of firearms or other deadly weapons, including concealed firearms or deadly weapons, is strictly prohibited on Bojangles' property. This prohibition applies to weapons transported in vehicles or in possession at company-sponsored events. Bojangles' reserves the right to search employee vehicles or personal property, such as purses or backpacks, when the employee is suspected of concealing a weapon. Searches will be conducted at the discretion of the Regional Vice President and/or the Human Resources Department.

VIOLENCE IN THE WORKPLACE

Bojangles' has zero tolerance for violence in the workplace. If an employee displays any violent behavior or threatens violence in the workplace, the employee is subject to immediate termination for cause.

Bojangles' defines "violence" to include physically harming another, shoving, pushing, harassment, intimidation, threats, coercion, and brandishing weapons. In the interest of providing a safe environment for employees, customers and visitors, access to Bojangles' property is limited to those with a legitimate business interest.

It is everyone's business to prevent violence in the workplace. Employees are encouraged to report any incident that involves a violation of Bojangles' policies, which may include the possession of drugs, alcohol or weapons on company property. All reports will be investigated and information will be kept confidential, except where there is a need to know in order to affect a solution to the problem. When faced with immediate threats to the safety and security of employees or customers, the M.I.C. is authorized to contact local authorities.

SAFETY AND SECURITY (Cont'd.)

LOITERING

Bojangles' prohibits friends and family members of employees from loitering in the restaurant dining room or parking lot. Individuals seen on the premises with no obvious reason for being there should be reported to the M.I.C.

Bojangles' recognizes that employees may rely on others for transportation to and from work. However, employees are encouraged not to arrive before their scheduled shift and should plan a timely departure at the conclusion of their shift. Friends or family members providing transportation should not arrive early or expect to wait in the dining room for employees.

PERSONAL SECURITY

While the company has developed policies and procedures to provide a safe and secure working environment, each employee must also assume personal responsibility for their own safety. The following guidelines include additional measures that will help ensure your personal safety.

1. Employees are urged to leave valuables at home or locked in your vehicle. Bojangles' can not be responsible for the loss of employee belongings. If you must bring personal items into the restaurant, keep the items in the designated area provided by the restaurant. Under no circumstances may personal items be kept on the frontline.
2. Employees may not enter or leave through the back door. The back door alarm should be activated at all times. All delivery and service personnel must come to the front counter and request entry through the back door. Only a manager may authorize opening the back door. Frontline and back door must remain locked at all times. Trash will be taken out of the building before dark and when authorized by the M.I.C.
3. In case of a robbery, employees should remain calm and cooperate with the robber in any way possible. At no time should any employee jeopardize their own life or the lives of fellow employees or customers.
4. All managers will be required to read and comply with the Bojangles' Security/Loss Prevention Guide. Managers will be required to sign the Security Agreement and Cash Register Agreement.
5. All cashiers will be required to read and comply with the Bojangles' Security/Loss Prevention Guide. Cashiers will be required to sign the Cash Register Agreement.

HEALTH SAFETY

Bojangles' Restaurants, Inc. has an obligation to its employees as well as members of the general public to prepare and serve food in a safe environment. Every reasonable precaution will be taken to protect the health and/or safety of all employees, vendors and customers.

An employee receiving treatment from a health care provider for an infectious or communicable disease has a responsibility to immediately notify Bojangles' of their condition. Bojangles' will

SAFETY AND SECURITY (Cont'd.)

attempt to make a reasonable accommodation for the employee as long as there is no significant risk to the health and safety of others. Employees must provide a "fit for duty" certificate from the health care provider before returning to work.

Employees have a responsibility to notify the person in charge of the following symptoms: diarrhea, vomiting, jaundice, a sore throat with fever and infected cuts, wounds or lesions on the hand, wrist or exposed body part. Employees are also required to make management aware of any past or present exposure to or diagnosis of these five pathogens: Norovirus, E. coli, Hepatitis A, Typhoid fever and Shigellosis. Managers have the right to determine whether or not a sick employee may remain at work.

SEVERE WEATHER

In the event of severe weather conditions, the Regional Vice President and Area Director will determine whether or not a restaurant will open on a delayed basis or close early. The restaurant manager should contact the Area Director and keep him/her informed of any developments or conditions that effect the restaurant operations.

If the restaurant remains open for business, all employees are expected to make every effort to report for work. The following explains the company policy for absences resulting from severe weather:

1. Managers who do not report for work when scheduled during severe weather will not be paid. Managers should contact the Area Director to advise them of their absence from work.
2. Crew members should call to verify that the restaurant is open for business. If you do not report to work when scheduled during severe weather, contact the M.I.C two hours before the scheduled shift to notify them of your absence. Failure to do so will result in an unexcused absence and the employee may be subject to disciplinary action
3. Employees who report to work will be paid for time worked as required by the Fair Labor Standards Act.
4. It may be necessary for employees finishing a shift to work additional time until replacements arrive.

COMMUNICATIONS

Bojangles' wants its employees to learn about our business and to stay in touch with people in other parts of the company. You are encouraged to review the material on the bulletin board on a regular basis. Managers may also access the company portal for information about company and franchise activities. The Operations Services Department will keep the restaurants informed of changes to policies and procedures and will make regular updates to the portal.

COMMUNICATIONS (Cont'd.)

Employees can make comments or suggestions for improving customer service, the operation or the Human Resources Department of the restaurant or working conditions by contacting the Regional Vice President. Your comments are welcomed and appreciated.

DISCIPLINE

The company believes that appropriate conduct in the restaurant is necessary for the successful operation of Bojangles'. Appropriate conduct includes performing your assigned duties according to Bojangles' procedures, following management's directions, following all company policies, procedures and work rules and treating your managers, co-workers and customer with respect.

Employees may be disciplined or terminated at any time for any reason. Disciplinary action may include written warnings, demotion, suspension or termination of employment. Discipline of an employee may result from, but is not limited to, any of the following:

- Excessive absenteeism or tardiness
- Insubordination
- Failure to follow Bojangles' policies, procedures, guidelines or work rules
- Failure to follow directions of the M.I.C.
- Theft of or willful destruction of another employee's, customer's or Bojangles' property
- Fraud or misappropriation of Company funds
- Misuse of restaurant equipment
- Clocking another employee in or out, or falsifying time records
- Falsification or omission of information on an employment application or document
- Fighting with or threatening bodily harm to an employee or customer
- Possessing, selling or using alcohol or illegal drugs on Bojangles' property
- Reporting to work under the influence of alcohol or illegal drugs
- Engaging in horseplay
- Carrying or keeping weapons on Bojangles' property, including those in vehicles parked on company property
- Smoking in non-designated areas
- Attempting to obtain or releasing confidential information which includes employee references and wage information or recipes and procedures
- Disregarding and/or violating safety rules
- Failure to report injuries, accidents or unsafe conditions
- Failure to report for a drug test within 24 hours of notification
- Poor sanitation or hygiene
- Performance of substandard work
- Discrimination or harassment of an employee or customer
- Use of vulgar, inappropriate language including profanity
- Conduct and/or behavior that reflects unfavorably on Bojangles' or other employees
- Eating or giving away food without first paying
- Violation of Bojangles' Code of Ethics

EMPLOYMENT RELATIONSHIP

You have been selected for employment with Bojangles' because you successfully completed the company's hiring process and we believe you will become a valuable member of our team. Your employment is a voluntary choice made by you and Bojangles'. This relationship may be ended at any time, by you or Bojangles', for any lawful reason.

Neither you nor Bojangles' has entered into a contract of employment, expressed or implied, and our employment relationship is strictly voluntary and "at will". No employee, manager or other agent of Bojangles' has the authority to enter into any agreement for employment for any specific period of time unless that agreement is in writing and signed by the C.E.O. and President of Bojangles' Restaurants, Inc.

CODE OF ETHICS

Bojangles' expects that all employees, especially all support center and restaurant management employees (including all clerical employees and shift managers) will observe the highest standards of ethics. In both personal and business matters, employees are expected to comply with acceptable business principles and maintain a high degree of personal integrity as a representative of Bojangles'.

CONCLUSION

We hope you find this Employee Handbook to be helpful regarding your employment with Bojangles' Restaurants, Inc. While it is impossible to cover every policy, procedure or benefit in this handbook, we hope that it gives you a better understanding of Bojangles' and your responsibilities as a member of the Bojangles' Team. Your success is important to us and we hope this handbook will help you achieve your goals.

If you would like additional information on any of the material covered in this handbook or any other matter concerning you, Bojangles' or your employment, please contact any of your managers or the Human Resources Department.

Our commitment: ONE COMPANY, ONE BRAND, ONE FOCUS

HANDBOOK DISCLAIMER AND ACKNOWLEDGMENT

NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE, NOR SHALL IT BE INTERPRETED TO CREATE, A CONTRACT OR AGREEMENT OF EMPLOYMENT, OR ANY PART OF A CONTRACT OR AGREEMENT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED. THE RELATIONSHIP BETWEEN BOJANGLES' RESTAURANTS, INC. AND ITS EMPLOYEES IS STRICTLY THAT OF EMPLOYMENT AT-WILL.

I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE FOREGOING DISCLAIMER. I FURTHER ACKNOWLEDGE THAT ALL PREVIOUSLY ISSUED EMPLOYEE HANDBOOKS ARE WITHDRAWN BY AND ARE OF NO FURTHER FORCE OR LEGAL EFFECT.

Employee Name

Employee Signature

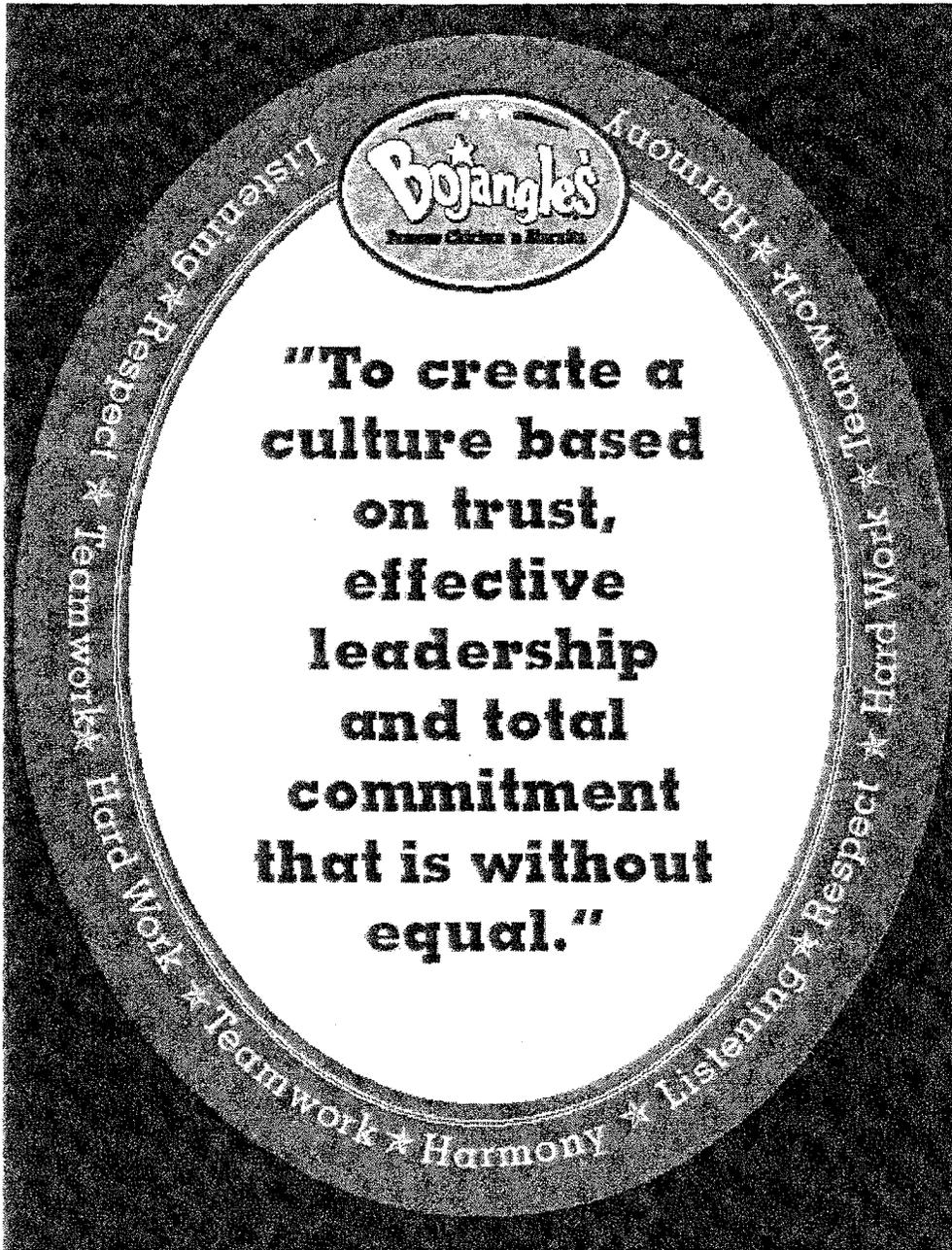
Date

An orientation was completed with _____

Completed on: _____
Date

By: _____
Manager's Signature

Original: Personnel File



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EXHIBIT H

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF NORTH CAROLINA
3 WESTERN DIVISION
4 Case No. 5:16-cv-00654-BO

4 _____)
5 U.S. EQUAL EMPLOYMENT)
6 OPPORTUNITY COMMISSION,)
7 Plaintiff,)
8 v.)
9 BOJANGLES' RESTAURANTS, INC.,)
10 Defendant.)
11 _____)

12 DEPOSITION

13 OF

14 ELLA RIGGINS

15
16 Taken at:

17
18 Robinson, Bradshaw & Hinson, P.A.
19 101 North Tryon Street, Suite 1900
20 Charlotte, North Carolina

21
22 On Wednesday, April 26, 2017

23
24 REPORTER: CHRISTINE A. TAYLOR, RPR

25 Notary Public

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1 today?

2 A. Yes, I would be able -- yes, I would dispute that
3 because it just looked normal, so it wasn't something
4 that stood out. So --

5 Q. But you can't recall what she was wearing for her
6 interview?

7 A. Not that long ago, no.

8 Q. When Ms. Wolfe appeared for an interview, was she
9 wearing any makeup?

10 A. No.

11 Q. Would you have hired her if she was wearing makeup?

12 A. Yeah. I mean, it doesn't matter. If you can do the
13 job, you can do the job.

14 Q. If Ms. Wolfe would have appeared for a job interview
15 wearing overtly feminine clothing, would you have
16 hired her to work at Bojangles'?

17 MR. JOHNSON: Objection.

18 A. Yes.

19 MR. JOHNSON: You may answer. Sorry.

20 A. Okay. Yes. I just might have would have put him --
21 put her as a cashier.

22 Q. Why would you have put her as a cashier?

23 A. Because it's really hot and hectic in the back. So I
24 usually put -- I do have women in the back on
25 biscuits, but it's just -- especially on the night

1 shift, it's a lot of lifting and a lot of -- a lot of
2 cleaning, a lot of messing with grease, picking up
3 grease and taking it to the dumpster. It's just a lot
4 of heavy lifting.

5 Q. Do you think women aren't able to do those tasks like
6 heavy lifting and working with grease?

7 MR. JOHNSON: Objection to the form.

8 A. Most of the -- whenever I put women back there, they
9 don't -- they end up quitting. So I try to keep --
10 stop with the turnover rate and put them up front and
11 if they want to cross-train and go to the back, then
12 I'll allow them to do that just to get a feel of it,
13 but they can always come back to the front.

14 Q. It's my understanding you hired Ms. Wolfe as a biscuit
15 maker because you had a need for a biscuit maker at
16 the time; correct?

17 A. Uh-huh.

18 Q. Did you have a need for a cashier at the time that
19 Ms. Wolfe was hired?

20 A. Yes.

21 Q. Do you always have a need for cashiers?

22 A. Yes.

23 Q. Do you always have a need for biscuit makers?

24 A. No. But when you're a biscuit maker, you can do
25 anything in the back.

- 1 Q. Did you make the decision to hire Ms. Wolfe during the
2 interview?
- 3 A. Yes.
- 4 Q. How long between your interview of Ms. Wolfe and
5 Ms. Wolfe's start date at the Owen Drive restaurant?
- 6 A. I don't know.
- 7 Q. But eventually Ms. Wolfe did start as a biscuit baker
8 at the Owen Drive restaurant?
- 9 A. Yes.
- 10 Q. When you interviewed Ms. Wolfe, what did her hair look
11 like?
- 12 A. It was just a regular fade.
- 13 Q. What -- can you describe what a fade is?
- 14 A. It's a low cut.
- 15 Q. At any point after Ms. Wolfe started working at the
16 Owen Drive restaurant, did you see Ms. Wolfe wearing
17 makeup?
- 18 A. No.
- 19 Q. Did you see Ms. Wolfe wearing fake fingernails?
- 20 A. No.
- 21 Q. Ms. Wolfe wearing long fingernails?
- 22 A. No.
- 23 Q. Or fingernail polish?
- 24 A. No.
- 25 Q. Is it prohibited for employees to wear fingernail

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1 polish if they're a biscuit maker?

2 A. Yes.

3 Q. Did you observe Ms. Wolfe wearing jewelry?

4 A. No.

5 Q. When Ms. Wolfe was employed at the Owen Drive
6 restaurant, did you hear other employees refer to her
7 as DD?

8 A. No.

9 Q. Or D?

10 A. No.

11 Q. Did you ever instruct any employees not to call
12 Ms. Wolfe DD?

13 A. No.

14 Q. Did you ever hear any employees using feminine
15 pronounces like the word "she" when they talked about
16 or to Ms. Wolfe?

17 A. No.

18 Q. At any point did you ever instruct any employee at the
19 Owen Drive restaurant not to refer to Ms. Wolfe as a
20 she because Ms. Wolfe is a boy?

21 A. No.

22 Q. So if Ms. Wolfe were to come in and testify that you
23 instructed employees not to call Ms. Wolfe DD and to
24 refer to Ms. Wolfe as a he, you would disagree with
25 Ms. Wolfe's testimony?

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1 A. Yes.

2 Q. When Ms. Wolfe was at the Owen Drive restaurant, how
3 often would you work with her?

4 A. On Sunday. And not every Sunday, but some Sundays.

5 Q. Would you only work with her on Sundays or some
6 Sundays?

7 A. Yeah, because I was morning shift manager. He worked
8 at night. I got off around 5:00. Night shift came in
9 at 4:00.

10 Q. So there's about one hour of overlap --

11 A. Yes.

12 Q. -- on not Sundays?

13 A. And on Sundays I -- that's when I do inventory, so I
14 closed. So if he was closing, then he closed with me.

15 Q. When you're doing inventory on Sundays, how often are
16 you interacting with crew members who are working the
17 restaurant?

18 A. Probably from 4:00 to 6:00 I'll be running the shift.
19 From 6:00 to about 9:00 -- 8:00 or 9:00 I'm doing
20 inventory. So I don't -- the shift pretty much runs
21 itself. I'll call food and every now and then I go up
22 there to make sure everything is okay.

23 Q. Earlier you had described the Owen Drive location as a
24 moneymaker; is that correct?

25 A. Yeah.

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1 the evening?

2 A. I'd say morning, I think. I actually think he worked
3 both, if I'm not mistaken.

4 Q. I'm going to mark and hand to you Exhibit 19. Have
5 you had the opportunity to review the document that's
6 been marked as Exhibit 19?

7 A. Yes.

8 Q. What is Exhibit 19?

9 A. It says evaluation.

10 Q. It's a Bojangles' crew member evaluation for
11 Ms. Wolfe?

12 A. Yes.

13 Q. And is this a document that you would have filled out?

14 A. Yes.

15 Q. Is that your signature at the bottom as evaluator?

16 A. Yes.

17 Q. Is that your signature at the bottom as unit director?

18 A. Yes.

19 Q. Up at the top, it says, "date of hire 5/9/12." Do you
20 have any reason to dispute that Ms. Wolfe was hired on
21 May 9, 2012?

22 A. No.

23 Q. And under "Section 1 - Performance" there are numbers
24 1, 2, 3, 4, 5. What do those numbers represent?

25 A. It's unacceptable, if you are effective, marginal,

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1 superior, distinguished.

2 Q. And that's right there --

3 A. Yes.

4 Q. -- above the Section 1?

5 A. Uh-huh.

6 Q. And so a number 5 is better than a number 1?

7 A. Yes.

8 Q. Okay. For attendance and punctuality, you rated
9 Ms. Wolfe as 2. Why is that?

10 A. Because there was a lot of times he came in late.

11 Q. Did you ever talk to Ms. Wolfe about being late?

12 A. Yes.

13 Q. Did she ever provide you a reason with why she was
14 late?

15 A. Yes.

16 Q. What was her reason?

17 A. Transportation.

18 Q. Did she explain that?

19 A. Yeah. His ride didn't come or he broke down. It was
20 always different.

21 Q. Do you know whether or not Ms. Wolfe had her own car?

22 A. No.

23 Q. You don't know or she did not have her own car?

24 A. No, did not have his own car.

25 Q. Ms. Wolfe did not have her own car?

1 A. No.

2 Q. So she had to rely on others for rides?

3 A. Yes.

4 Q. Do you know if she took public transit?

5 A. No, she didn't.

6 Q. Under uniform/hygiene, you rated Ms. Wolfe 4. Why is
7 that?

8 A. Because he always came in correct uniform mostly. His
9 shirt was always tucked in and always had a name tag
10 and hat.

11 Q. Why did you not rate Ms. Wolfe a 5?

12 A. Because I said mostly.

13 Q. Can you give me an example of when Ms. Wolfe did not
14 come in in proper uniform?

15 A. When he had the rainbow hair.

16 Q. Any other times?

17 A. When he was running late and he was getting dressed as
18 he was coming in the door. So I think he had forgot
19 his belt or something.

20 Q. And sense of urgency, you rate Ms. Wolfe as 4. Why
21 did you give Ms. Wolfe that rating?

22 A. Because he knew how to move the line. He pushed
23 service.

24 Q. Why not a 5?

25 A. Because with assistance always he would push service.

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1 That means sometimes he'll have them waiting a little
2 bit, but he'll push service mostly. And I don't think
3 anybody is -- I mean, superior, I think that's pretty
4 high for any of them to have.

5 Q. Do you ever rate crew members with a 5 under sense of
6 urgency?

7 A. No.

8 Q. Do you ever rate crew members as a 5 with regard to
9 uniform/hygiene?

10 A. Yes.

11 Q. And you rated Ms. Wolfe 4 for customer service. Why
12 did you give that rating?

13 A. Because he was good with customers, made them laugh,
14 no complaints.

15 Q. Never received a customer complaint about Ms. Wolfe?

16 A. Not that I can recall.

17 Q. Why did you not rate Ms. Wolfe a 5?

18 A. Because I don't think anybody goes that above and
19 beyond.

20 Q. Did you ever rate crew members 5 under customer
21 service?

22 A. No, not really. No. Unless they show me something
23 that makes them just wow everybody and nobody I've
24 seen, except one, that would do that as far as take a
25 person's tray to the table for them, tell them to have

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1 a seat. They don't do that unless they're prompted to
2 do that. I only had one person do that without being
3 prompted.

4 Q. Who is that person?

5 A. What was her name? What was her name? She used to
6 work for me at my store now. I can't remember her
7 name.

8 Q. Did she work at the Owen Drive store?

9 A. No.

10 Q. Did she work at the Santa Fe store?

11 A. Yes.

12 Q. Section 2 says P.O.C.'s. What is a P.O.C.?

13 A. Position operational charts. It's a -- P.O.C., it's a
14 certificate, certifications that's on each station.

15 Q. So --

16 A. That's each position.

17 Q. Okay. So a crew member at a Bojangles' restaurant can
18 work at stations including biscuits, grill, chicken,
19 wrap, et cetera, am I understanding correct?

20 A. Yes.

21 Q. And the boxes next to each of these stations are
22 checked; correct?

23 A. Yes.

24 Q. Does that mean that Ms. Wolfe successfully completed
25 all certifications for these?

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- 1 A. For the ones that's checked, yes.
- 2 Q. Okay. What's star service?
- 3 A. Speak to me like you care, bring them back, hurry, and
4 getting it right.
- 5 Q. Is that some type of --
- 6 A. That's the five points, star service.
- 7 Q. Is that some type of Bojangles' training or policy?
- 8 A. Yes.
- 9 Q. What about coordinating, what's that?
- 10 A. Drinks.
- 11 Q. What do you mean by drinks?
- 12 A. On the drive, it was a -- it wasn't your self-made,
13 you make your own drinks, we have to make your drinks.
14 So coordinating was at the end of the counter. When
15 they made the drinks, put the drink on the tray, and
16 show them where the condiments are.
- 17 Q. I guess I don't understand what making drinks means.
18 Can you explain that to me?
- 19 A. If they order a Pepsi, we make a Pepsi, and give them
20 the Pepsi at the drink machine.
- 21 Q. So it's not like a standard soda fountain where you go
22 and you push your cup against the tab and the soda
23 comes out, you have to actually go and manipulate
24 something to make a soda?
- 25 A. No. You just put your ice in the cup, put the

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1 Pepsi -- put the cup up there, dispense the Pepsi, put
2 it on the tray.

3 Q. But the employees are doing it, not the customers?

4 A. Yes.

5 Q. And that's the coordinating station?

6 A. Yes.

7 Q. Okay. I'm going to mark and hand you Exhibit 20.

8 Have you had the opportunity to review the document
9 that's been marked as Exhibit 20?

10 A. Uh-huh.

11 Q. What is Exhibit 20?

12 A. Another employee status report.

13 Q. It's for Jonathan Wolfe?

14 A. Yes.

15 Q. Is that your signature in the upper right under
16 supervisor signature approval?

17 A. Yes.

18 Q. And this employee's status report is dated 10/10/12?

19 A. Yes.

20 Q. It's my understanding that this employee's status
21 report shows Ms. Wolfe receiving a raise from \$7.30 to
22 \$7.50 effective October 8, 2012. Is my understanding
23 correct?

24 A. Yes.

25 Q. Were you responsible for providing this raise to

1 Ms. Wolfe?

2 A. Yes.

3 Q. Why did you give this raise to Ms. Wolfe?

4 A. Likely, it was his evaluation.

5 Q. So this raise was tied to the evaluation that we
6 looked at as Exhibit 19?

7 A. Yes.

8 Q. The evaluation that we just looked at as Exhibit 19,
9 did you provide this to Ms. Wolfe before or after
10 Ms. Wolfe was promoted to head cashier?

11 A. I believe this is before.

12 Q. Did Ms. Wolfe receive a pay increase following her
13 promotion to head cashier or as a result of her
14 promotion to head cashier?

15 A. I'm not sure because it should have been marked as SL
16 for service leader if this was a promotion.

17 Q. Did you have to complete an employee status report
18 when you promoted Ms. Wolfe to head cashier?

19 A. Yes.

20 Q. Would you have put that employee status report in
21 Ms. Wolfe's personnel file?

22 A. Yes.

23 Q. Would Ms. Wolfe have been entitled to receive a pay
24 increase upon her promotion to head cashier?

25 A. Yes.

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1 working, so let's start back working again.

2 Q. What was your reaction when you realized it was
3 Ms. Wolfe that you were seeing on the video feed?

4 A. I didn't have a reaction, didn't care who it was.

5 Q. So you went up to the service line, did you speak with
6 Ms. Locklear?

7 MR. JOHNSON: Objection to the form.

8 A. No.

9 Q. When Ms. Locklear called you over the headset, did you
10 respond to her in any way?

11 A. Yes.

12 Q. What did you say to her?

13 A. "I'm coming."

14 Q. So after you said to Ms. Locklear "I'm coming," what
15 did you do?

16 A. I finished the piece that I was on, then I went up
17 there. I stood by the ice machine. I looked and I
18 said, "You going to tighten that up?" He said "yes"
19 and I walked back to the office to finish my schedule.

20 Q. How long did that exchange last?

21 A. Two minutes.

22 Q. What else was said during those two minutes?

23 A. That was it.

24 Q. The only thing you said during those two minutes are
25 "Are you going to tighten that up"?

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1 A. That's all I said.

2 Q. What did you mean by "Are you going to tighten that
3 up"?

4 A. Because when I got up there and saw his hair was all
5 the way past his -- past his butt. So I know that
6 couldn't fit in a hat. So I said, "You going to
7 tighten that up." He said, "Yes, I'll tighten it up
8 before I get back," and I walked away.

9 Q. Were you concerned about the length of Ms. Wolfe's
10 braids?

11 A. Yeah. Fitting in a hat, yes.

12 Q. Anything else concerning about Ms. Wolfe's braids?

13 A. No.

14 Q. Just the length?

15 A. Yes.

16 Q. No issues with any of the colors of the braids?

17 A. No. There wasn't any off colors or anything.

18 Q. What were your thoughts about the fact that Jonathan
19 Wolfe, a person you perceived to be male, came into
20 the store with braids?

21 A. I mean, that's -- that's him.

22 Q. Why is that him?

23 A. If that's what he wanted to do, that's what he wanted
24 to do.

25 Q. Why is that --

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1 A. It has nothing to do with me and if he's moving my
2 line and if he's going to roll biscuits. I mean that
3 has nothing -- one doesn't affect the other.

4 Q. Why did you use phrase "that's him"?

5 A. Because that's what he wanted to do, that's what he
6 wanted to do. I mean, if I did the same thing, that's
7 what I want to do, that's me.

8 Q. Would you describe Ms. Wolfe's braids as feminine?

9 A. Yeah.

10 Q. It's a hairstyle you would see on women?

11 A. I have never seen anybody with that.

12 Q. With braids?

13 A. No. He said -- I think he said it was yarn. But I've
14 seen that style as far as pulled back into a ponytail,
15 yes. I've seen that on a woman, yes, and on men.

16 Q. Based on what you saw, could Ms. Wolfe have pulled her
17 braids back into a ponytail?

18 A. It was in a ponytail, but there's no way you would be
19 able to wrap that up and put it inside of a hat.

20 Q. And is that a requirement of Bojangles' that you had
21 to be able to put your hair in a hat?

22 A. You have to wear a hat. You have to be in complete
23 uniform.

24 Q. What about Ms. Wolfe's braids made them incapable of
25 being put into a hat?

- 1 A. They were thick and no matter how you wrapped that,
2 you wasn't going to be able to put that into a hat.
- 3 Q. Can women in a Bojangles' restaurant have long hair
4 that goes down the back but it's not covered by the
5 hat?
- 6 A. It has to be off your shoulders.
- 7 Q. So if Ms. Wolfe were to pull back her braid into a
8 ponytail off her shoulders but have a hat on, that
9 would be okay?
- 10 A. Yes.
- 11 Q. Bojangles' employees are also allowed to wear visors
12 too; correct?
- 13 A. They are, yes, but I don't allow mine to wear visors
14 because of my health inspector.
- 15 Q. Who's your health inspector?
- 16 A. I don't know his name, but he doesn't think that
17 restrains hair. Visors doesn't restrain hair is what
18 he told me.
- 19 Q. Is this health inspector an employee of Bojangles'?
- 20 A. No. It's a statewide health inspector.
- 21 Q. So a statewide state inspector told you that
22 Bojangles' cannot wear visors?
- 23 A. No. He said he does not like them to have visors
24 because it doesn't restrain hair. So that's why I
25 started having mine wear hats.

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1 with the front line.

2 Q. Did Ms. Locklear make any other comments to you about
3 how Ms. Wolfe appeared?

4 A. No.

5 Q. What about after February 21st, did Ms. Locklear make
6 any other comments about Jonathan Wolfe's appearance?

7 A. No. It was more out of sight, out of mind.

8 Q. When Ms. Wolfe -- okay. So you come out of your
9 office, you come up to the service line, you tell
10 Ms. Wolfe, "Are you going to tighten that up?"

11 A. Yes.

12 Q. What did Ms. Wolfe say in response?

13 A. "I am. I'm going to trim it up." And then that was
14 it.

15 Q. Was Ms. Wolfe respectful during this conversation?

16 A. Yeah, I mean, that was the end of it. I mean, I don't
17 know if he rolled his eyes or what after I left
18 because I turned around and I walked back to the
19 office.

20 Q. Did you raise your voice at any point during this
21 conversation?

22 A. No. I mean, after I said that, that was it.

23 Q. Did Ms. Wolfe raise her voice at any point during this
24 conversation?

25 A. No. What conversation are you talking about?

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1 Q. The conversation between you and Ms. Wolfe on
2 February 21st at the Owen Drive restaurant?

3 A. I mean, "I'm going to tighten that up." I mean, no,
4 he didn't -- I mean he didn't say it in a high-pitched
5 voice or raised his voice.

6 Q. He didn't yell at you?

7 A. Yeah, nothing.

8 Q. From how you're describing it, it sounds like a pretty
9 short civil conversation?

10 A. Yeah.

11 Q. At any point when Ms. Wolfe was in the Owen Drive
12 restaurant on February 21st, did you tell Ms. Wolfe,
13 "I hired you as a man, you need to look like a man,"
14 or anything along those lines?

15 A. No.

16 Q. So if Ms. Wolfe testifies that is what you said, you
17 will disagree with Ms. Wolfe's testimony?

18 A. Yes.

19 Q. If any other witnesses say that is what you said, you
20 will disagree with their testimony?

21 A. Yes.

22 Q. It will be everybody's word against everybody's word?

23 MR. JOHNSON: Objection to the form.

24 A. Yes.

25 Q. Obviously, there are cameras in the store. We went

- 1 A. Back and forth with me.
- 2 Q. Where -- so he was, okay. So about five minutes
3 talking to Christy and about ten minutes going back
4 and forth with you?
- 5 A. Yeah, give or take. Yeah.
- 6 Q. Where were you standing when you were talking with
7 Ms. Wolfe?
- 8 A. Service line, right there.
- 9 Q. Where was Ms. Wolfe standing?
- 10 A. On the other side of the counter.
- 11 Q. At the service line which is where people pick up
12 their food?
- 13 A. Uh-huh.
- 14 Q. So Ms. Wolfe wasn't blocking customers from placing
15 orders with a cashier?
- 16 A. At first.
- 17 Q. When he was talking to Christy?
- 18 A. Uh-huh.
- 19 Q. For about five minutes?
- 20 A. Uh-huh.
- 21 Q. Okay. What else was said between you and Ms. Wolfe
22 during your conversation?
- 23 A. That was it. Yeah, that was it.
- 24 Q. Did you participate in the decision to terminate
25 Ms. Wolfe?

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- 1 A. Back and forth with me.
- 2 Q. Where -- so he was, okay. So about five minutes
3 talking to Christy and about ten minutes going back
4 and forth with you?
- 5 A. Yeah, give or take. Yeah.
- 6 Q. Where were you standing when you were talking with
7 Ms. Wolfe?
- 8 A. Service line, right there.
- 9 Q. Where was Ms. Wolfe standing?
- 10 A. On the other side of the counter.
- 11 Q. At the service line which is where people pick up
12 their food?
- 13 A. Uh-huh.
- 14 Q. So Ms. Wolfe wasn't blocking customers from placing
15 orders with a cashier?
- 16 A. At first.
- 17 Q. When he was talking to Christy?
- 18 A. Uh-huh.
- 19 Q. For about five minutes?
- 20 A. Uh-huh.
- 21 Q. Okay. What else was said between you and Ms. Wolfe
22 during your conversation?
- 23 A. That was it. Yeah, that was it.
- 24 Q. Did you participate in the decision to terminate
25 Ms. Wolfe?

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1 A. No.

2 Q. Did you recommend that Ms. Wolfe be terminated?

3 A. No.

4 Q. Did Ms. Irwin talk to you about terminating Ms. Wolfe?

5 A. No.

6 Q. Did Ms. Eubanks talk to you about Ms. Wolfe being
7 terminated?

8 A. No.

9 Q. Did you talk to Ms. Irwin at all on February 27th?

10 A. Was that the same day?

11 Q. Yeah. The day that Ms. Wolfe was terminated.

12 A. I mean, that's the same day he came in the restaurant?

13 Q. Yeah.

14 A. Okay. I'm sorry. Yes, I talked to her when I told
15 her what happened. I told her what was said and that
16 was it. Then I think she was going to reach out to
17 him or I don't know what she was going to do, but she
18 was like, okay -- no, she told me to write a
19 statement. So that's when me and Christy wrote a
20 statement and then Sharon came in there, I think later
21 on that day she came in there and talked to us and got
22 our statement.

23 Q. Did you call Ms. Irwin when you had that conversation
24 where she asked you to write a statement or did she
25 call you?

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1 Ms. Wolfe was terminated?

2 A. I just said okay.

3 Q. Did you have any thoughts about the fact that

4 Ms. Wolfe was terminated?

5 A. No, because he was no longer working for me.

6 Q. Did you have any conversations with Ms. Irwin about

7 Ms. Wolfe after the conversation where you learned

8 that Ms. Wolfe had been terminated?

9 A. Yes. I think I did when I saw her.

10 Q. When you saw who?

11 A. Sharon.

12 Q. When did you see Sharon?

13 A. I don't know if it was a few days after or whenever it

14 was I saw her and I said something to her about it.

15 Q. Did you -- so did Ms. Irwin come into your store?

16 A. Yes.

17 Q. What did you say to Ms. Irwin about Ms. Wolfe's

18 termination?

19 A. I just asked her, I said what exactly did he do and

20 she was going through the -- that he was -- they had a

21 conversation and she kept telling him to stop cursing

22 at her and he kept doing it and she said, well --

23 that's when she said we're going to part ways. So she

24 just told me so I wouldn't have to -- she said don't

25 worry about him coming back into your restaurant.

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1 Q. So Ms. Wolfe was not terminated for coming into the
2 restaurant on February 27th?

3 MR. JOHNSON: Objection to the form.

4 A. Not for coming into the restaurant, no.

5 Q. Yeah. Ms. Irwin never told you that Ms. Wolfe was
6 terminated for coming into your restaurant on
7 February 27th?

8 MR. JOHNSON: Objection to form.

9 A. No. Not for coming into the restaurant, no.

10 Q. It was because Ms. Wolfe had cussed at Ms. Irwin on
11 the phone?

12 MR. JOHNSON: Objection to form.

13 A. Yeah. Whatever that conversation was, it was because
14 of that.

15 Q. That's what Ms. Irwin told you?

16 A. Yes.

17 Q. Okay. I'm going to mark and hand you Exhibit 21.
18 Have you had the opportunity to review the document
19 that has been marked as Exhibit 20?

20 A. Yes. 21.

21 MR. JOHNSON: Exhibit 21.

22 Q. Thank you for that clarification. Have you had the
23 opportunity to review the document that has been
24 marked as Exhibit 21?

25 A. Yes.



BOJANGLES' CREW MEMBER EVALUATION

DATE: 10-12-12

| | | |
|--|---|--|
| CREW MEMBER (CM) NAME: <u>Johnathon Wolf</u> | UNIT DIRECTOR (UD) NAME: <u>Elia Riggins</u> | TYPE - CHECK ONE <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> OTHER _____ |
| DATE OF HIRE: <u>5-9-12</u> | UNIT #: <u>274</u> | |
| PREQUALIFIER ORIENTATION P.O.C. (Certified on base P.O.C.) | | Completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

5 = Distinguished: Outstanding performance; consistently far above required performance standard.
 4 = Superior: Performance which is noticeably better than required standard.
 3 = Effective: At standard performance; overall is equal to or somewhat better than required standard.
 2 = Marginal: Below standard performance; shows need for improvement to meet standard.
 1 = Unacceptable: Performance far below the required standard; disciplinary action may be required.

| SECTION 1 - PERFORMANCE | Circle the appropriate number | | | | |
|---|-------------------------------|---|---|---|----|
| ATTENDANCE/PUNCTUALITY <i>On time and at work on scheduled days</i> | 1 | 2 | 3 | 4 | 5 |
| UNIFORM/HYGIENE <i>In uniform and practices proper hygiene</i> | 1 | 2 | 3 | 4 | 5 |
| SENSE OF URGENCY <i>Recognizes and reacts to peak periods</i> | 1 | 2 | 3 | 4 | 5 |
| CUSTOMER SERVICE <i>Responds to customer needs quickly and appropriately</i> | 1 | 2 | 3 | 4 | 5 |
| SECTION 1 TOTAL <i>(If 30 day review, skip sections 2 and 3)</i> | | | | | 14 |

| SECTION 2 - P.O.C.'s | | | |
|---|-----------------------------|-------------------------------------|--|
| P.O.C. Certifications | Biscuits | <input checked="" type="checkbox"/> | Wrap <input checked="" type="checkbox"/> |
| | Grill | <input checked="" type="checkbox"/> | Dining Room <input checked="" type="checkbox"/> |
| | Chicken | <input type="checkbox"/> | Pack <input checked="" type="checkbox"/> |
| | Register (Customer Service) | <input checked="" type="checkbox"/> | Coordinating <input checked="" type="checkbox"/> |
| | Star Service | <input checked="" type="checkbox"/> | |
| SECTION 2 TOTAL <i>(2 Points per ✓)</i> | | | 16 |

| SECTION 3 - AVAILABILITY AND ATTENDANCE | Circle the appropriate number | |
|---|-------------------------------|-----|
| AVAILABILITY TO OPEN <i>If employee is available to open, circle 1.</i> | | 0 1 |
| AVAILABILITY TO CLOSE <i>If employee is available to close, circle 1.</i> | | 0 1 |
| AVAILABILITY TO WORK WEEKENDS <i>If employee is available to work on weekends, circle 2.</i> | | 0 2 |
| PERFECT ATTENDANCE <i>If employee has perfect attendance, circle 3.</i> | | 0 3 |
| SECTION 3 TOTAL | | 4 |
| EVALUATION TOTAL <i>(Add all shaded areas and enter total here)</i> | | 34 |

Manager Comments: _____

Crewperson Comments: _____

Johnathon Wolf Crewperson Signature Elia Riggins Evaluator Signature Elia Riggins Unit Director Signature
 Date 10-7-12 Date 10-7-12 Date 10-7-12

Important: An increase in rate of pay is based on merit and Bojangles' wage guidelines. Evaluation does not guarantee a merit increase.



Employee Status Report

(See reverse side of original for W-4 worksheet)

(See reverse side of carbon copies for checklist and termination codes)

PLEASE USE BLACK INK

NUMERO DE SEGURO SOCIAL

EMPLOYEE SOCIAL SECURITY NUMBER

255 83 1366

Store/Dept No. 274

Store/Location 1901 Swan drive

| | | |
|-------------------------------|--|----------|
| SUPERVISOR SIGNATURE APPROVAL | | DATE |
| U.D./A.D. <i>[Signature]</i> | | 10-10-12 |
| RVP | | |
| Dept. Head | | |
| H.R. | | |

| | | | | |
|---|--|---|--|---|
| Form W-4 Department of the Treasury Internal Revenue Service | | Employee's Withholding Allowance Certificate | | OMB No. 1545-0010 |
| ▶ For Privacy Act and Paperwork Reduction Act Notice, see Page 2. | | | | |
| 1 Type or print full name (Nombre Apellido) <i>Jonathan S Wolfe</i> | | | 2 Your social security number: 255 83 1366 | |
| Home address (number and street) (Direccion) | | | Your date of birth: Month ___ Day ___ Year ___ | |
| City or town, State & Zip Code (Cuidad, Estado,Codigo Postal) | | | 3 Single Married Married, withhold at higher Single rate Note: If married, but legally separated, or spouse is a nonresident alien, check the single block. | |
| Office Use Only: City Code: _____ | | Telephone/Telefono () _____ | | 4 If your last name differs from that on your social Security card, check here. You must call 1-800-77-1213 for a new card. ▶ <input type="checkbox"/> |

| | | | |
|--|--|--------------------------|-----------------------------------|
| 5 Total number of allowances you are claiming | | 5 | |
| 6 Additional amount, if any, you want deducted from each pay | | 6 | \$ |
| 7 I claim exemption from withholding for 1999, and I certify that I meet BOTH of the following conditions for exemption: • Last year I had a right to a refund of ALL Federal income tax withheld because I had NO tax liability AND • This year I expect a refund of ALL Federal income tax withheld because I expect to have NO tax liability. If you meet both conditions, write "EXEMPT" here | | | |
| Under penalties of perjury, I certify that I am entitled to the number of withholding allowance claimed on this certificate or entitled to claim exempt status. | | | |
| Employee Signature: (Form is not valid unless you sign it) | | Date ▶ 10-7-12 | |
| 8 Employer's name and address (Employer: Complete 8 and 10 only if sending to IRS) (Office Use Only) | | 9 Office Code (optional) | 10 Employer Identification Number |

| Type of Status | Effective Date | CODE | Weekly Salary or Hourly Rate | |
|---|-----------------------------------|-----------------------------------|------------------------------|---------|
| | | | From | To |
| <input type="checkbox"/> NEW HIRE | | | | |
| <input type="checkbox"/> RE-HIRE | | | | |
| <input type="checkbox"/> TRANSFER | | | | |
| <input type="checkbox"/> TERMINATION Explain Below | | # | | |
| <input type="checkbox"/> OTHER CHANGE Explain Below | | # | | |
| <input checked="" type="checkbox"/> PAY CHANGE (indicate type) | 10/8/12 | | \$ 7.30 | \$ 7.50 |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Demotion | Percent Increase/Decrease _____ % | | |
| <input type="checkbox"/> Merit | <input type="checkbox"/> Other | Appraisal Score _____ % | | |
| Rehire Status Y or N 204 | | | | |

| JOB CLASS CODES | | | |
|---------------------------------|-------------------------------------|-----------------------------------|--------------------------|
| Hourly <input type="checkbox"/> | | Salaried <input type="checkbox"/> | |
| CREW | <input checked="" type="checkbox"/> | COMGR | <input type="checkbox"/> |
| KL | <input type="checkbox"/> | AUD | <input type="checkbox"/> |
| SL | <input type="checkbox"/> | UD | <input type="checkbox"/> |
| TT | <input type="checkbox"/> | TUD | <input type="checkbox"/> |
| SHFT | <input type="checkbox"/> | OTHER | <input type="checkbox"/> |
| SAFETY | <input type="checkbox"/> | | |
| TRN | <input type="checkbox"/> | | |
| OTHER | <input type="checkbox"/> | | |

Job Class Code not listed above enter here:

HOURLY SALARIED (OBTAIN FROM LOCAL H.R.)

RACE and GENDER

White Hispanic American Indian/Alaskan Native

Black Asian Male Female

NEXT REVIEW DATE:

COMMENTS: *ag 10/17/12*

FormsHR Rev. 10/99

EXHIBIT I

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF NORTH CAROLINA
3 WESTERN DIVISION
4 NO. 5:16-cv-00654-BO

5 U.S. EQUAL EMPLOYMENT
6 OPPORTUNITY COMMISSION,
7
8 Plaintiff,
9
10 v.
11 BOJANGLES' RESTAURANTS, INC.,
12
13 Defendant.

|
|
|
|
|
|
|
|
|
|

14 DEPOSITION
15 OF
16 SHIMIKA SINGLETON

17 Taken at:

18
19 United States Postal Service
20 907 Brighton Road
21 Fayetteville, North Carolina

22
23 On Tuesday, April 4, 2017

24
25 REPORTER: K. DENISE NEAL, RPR

[4/4/2017] Singleton, Shimika - 04/04/17

- 1 A. As a shift manager I opened the store, deposits,
2 worked with the crew.
- 3 Q. And how long did you stay with Bojangles'?
- 4 A. Five years.
- 5 Q. So about 2015?
- 6 A. Yes.
- 7 Q. Did you ever work at any restaurant other than the
8 Owen Drive restaurant during your time at Bojangles'?
- 9 A. No. That was the only one.
- 10 Q. And while you were working at the Bojangles' on Owen
11 Drive, did you come to know an individual named
12 Jonathan Wolfe?
- 13 A. Yes. I did.
- 14 Q. How did you come to know Jonathan?
- 15 A. Through Bojangles'.
- 16 Q. Was Jonathan an employee there?
- 17 A. Yes.
- 18 Q. I guess, in your words, describe Jonathan for me.
- 19 A. Jonathan was a very outgoing, funny, bright person.
- 20 Q. How would you describe Jonathan as a worker?
- 21 A. He was a good worker. He did everything that you
22 asked him to do, came in on his days off.
- 23 Q. Now, in our lawsuit EEOC is alleging that Bojangles'
24 took certain adverse employment actions against
25 Jonathan because she is a transgender individual. Did

[4/4/2017] Singleton, Shimika - 04/04/17

1 you understand Jonathan Wolfe to be a transgender
2 individual?

3 A. Inside of work, no. I mean, you knew that Jonathan
4 was -- how can I say this? He was gay, but inside of
5 work you didn't know that he was transgender unless
6 you seen him outside as far as him dressing as a
7 woman.

8 Q. How often would you see Jonathan Wolfe dress as a
9 woman?

10 A. In the four years that I knew Jonathan at that time, I
11 could say that I only seen him dressed as a woman
12 maybe twice.

13 Q. Did you ever see Jonathan Wolfe come into the
14 Bojangles' Restaurant dressed as a woman?

15 A. Never seen him come into Bojangles' dressed as a
16 woman.

17 Q. What about -- well, we'll get back to that. And
18 during your time with Bojangles' did you work with a
19 woman named Ella Riggins?

20 A. Yes.

21 Q. And a woman named Janice Locklear?

22 A. Yes.

23 Q. And a woman named Kristin Boden?

24 A. Yes.

25 Q. Okay. Going back to Jonathan Wolfe, you were employed

1 to Jonathan specifically as related to his sex before
2 the braids incident?

3 A. Yes.

4 MR. CHURCH: Objection to the form.

5 Q. What had you heard from Ms. Locklear?

6 A. Janice, she had said maybe trying to be -- to put it
7 off as a joking manner, but she used to say, you know,
8 you're not a girl. Stop acting like a girl. What's
9 the purpose of being gay? Things of that nature.

10 Q. And did you ever hear Ms. Locklear call Jonathan Wolfe
11 a sissy?

12 A. Yes.

13 Q. How often would you hear that?

14 A. All the time that we worked together.

15 Q. Would you say you would hear that every shift, less
16 than every shift?

17 A. I'm not going to say every shift or less than every
18 shift, but it was often.

19 Q. And did you hear Ms. Locklear use any other terms like
20 sissy to describe Jonathan or towards Jonathan?

21 A. No, because I would ask her not to do that around me.

22 Q. Why did you ask her not to do that?

23 A. Because I know a lot of gay people and I know how
24 sensitive they are to those types of things. And, you
25 know, when you're at a place of employment, you want

[4/4/2017] Singleton, Shimika - 04/04/17

- 1 A. It wouldn't be often because when I would hear it on
2 my shift, I would let them know that this is not
3 something that can be tolerated. You guys can go
4 home. This is not what we're here to do. We're here
5 to work.
- 6 Q. So anytime that you heard that kind of language, you
7 would correct it?
- 8 A. Yes. I would.
- 9 Q. And did you ever have to discipline anyone?
- 10 A. No, because they always knew that if I said something,
11 I meant it because the next thing for you to do is to
12 go home. Don't nobody want to go home. You want to
13 make money.
- 14 Q. Did Jonathan ever complain to you about any of those
15 comments?
- 16 A. Jonathan never complained about anything.
- 17 Q. You indicated that you had heard Ms. Locklear call
18 Jonathan a sissy from time to time. Do you recall
19 that testimony?
- 20 A. Yes, yes.
- 21 Q. About how often, how many times did Ms. Locklear call
22 Jonathan a sissy?
- 23 A. I'm going to say about 50 or more.
- 24 Q. Did Jonathan ever complain to you about anything that
25 Janice said to him?

[4/4/2017] Singleton, Shimika - 04/04/17

1 A. He wouldn't complain to me. He would just say what he
2 had to say to Janice.

3 Q. Did you become aware that Jonathan complained to
4 anyone other than Janice about the comments that
5 Janice made?

6 A. No.

7 Q. You indicated in response to Ms. Steenbergh's -- one
8 of Ms. Steenbergh's questions that you had seen
9 Jonathan dress as a woman on two occasions; is that
10 right?

11 A. Yes.

12 Q. Where were those?

13 A. They were outside of Bojangles'. One was probably at
14 -- I always see Jonathan at Wal-Mart. Probably both
15 of them were at Wal-Mart because that's where I always
16 see Jonathan at.

17 Q. Were those before or after Jonathan's employment with
18 Bojangles'?

19 A. After.

20 (WHEREUPON, Defendant's Exhibit Number 1 was
21 marked for identification.)

22 Q. Ms. Singleton, I'm going to hand you a copy of what
23 I've marked as Exhibit 1. Exhibit 1 is a copy of
24 Bojangles' harassment and discrimination policy. Do
25 you recognize Exhibit 1?

[4/4/2017] Singleton, Shimika - 04/04/17

1 Q. And you don't remember talking with Jonathan about an
2 incident that happened on February 27th?

3 A. No.

4 Q. Do you recall talking with Ms. McCullough about an
5 incident that happened on February 27th?

6 A. No.

7 Q. You weren't present -- you don't recall being present
8 in the Owen Drive store on February 27th and
9 witnessing any incident with Jonathan Wolfe?

10 A. No.

11 (WHEREUPON, Defendant's Exhibit Number 3 was
12 marked for identification.)

13 Q. Ms. Singleton, I'm handing you a copy of what I've
14 marked as Exhibit 3. Do you recognize Exhibit 3?

15 A. Yes.

16 Q. What is Exhibit 3?

17 A. A picture of Jonathan.

18 Q. Is this the picture of Jonathan that you described
19 showing Ms. McCullough after she questioned you about
20 the February 21st incident?

21 A. Yes.

22 Q. And Exhibit 3 is an accurate copy of the picture you
23 received from Jonathan?

24 A. Yes.

25 Q. And does Exhibit 3 depict the braids that we've been

1 discussing?

2 A. Yes.

3 Q. In Exhibit 3 it appears that the braids extend towards
4 Jonathan's waist?

5 A. Uh-huh.

6 Q. Did they go below Jonathan's waist?

7 A. To be honest with you, I really don't remember.

8 Q. But they went at least to his waist; correct?

9 A. Uh-huh, correct.

10 Q. One of the first questions I asked you was about the
11 comments that some of the co-workers you said made to
12 Jonathan. Do you specifically remember who the
13 co-workers were who made comments to Jonathan?

14 A. Let me see who worked. It's been so long ago. So
15 many people have come in and out of Bojangles'. One
16 person I could say is Dashawn. Is it Dashawn?
17 Dashawn, I don't know his last name as well as, I
18 mean, we already determined Janice.

19 I really don't remember a lot of crew from back
20 then because, like I said, at that time we had a lot
21 of crew to come and go.

22 Q. So other than Dashawn and Janice, as you sit here
23 today you can't think of any other specific names?

24 A. No. I really don't remember no -- a lot of people
25 that was there around that time.

1 Jonathan at work, he.

2 Q. And is that what everyone else at work called
3 Jonathan?

4 A. Yeah, yes. I'm sorry.

5 Q. That's okay. And Jonathan didn't object to being
6 called he; correct?

7 A. No.

8 MR. CHURCH: That's all I have.

9 MS. STEENBERGH: I have a few follow-up
10 questions for you.

11 FURTHER EXAMINATION BY MS. STEENBERGH

12 Q. You said that you observed co-workers making comments
13 about Jonathan, including Jermell Taylor, shift
14 manager?

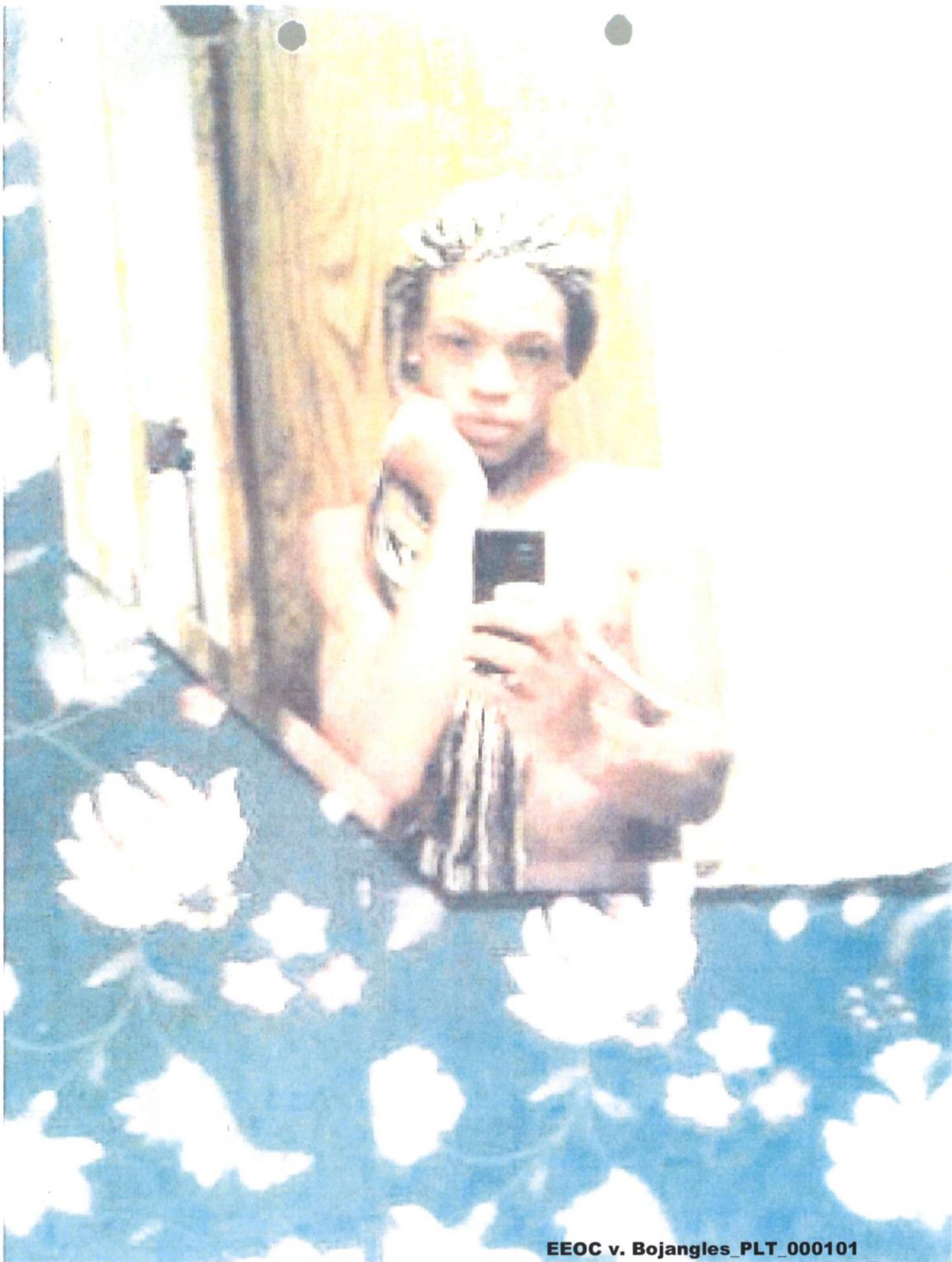
15 A. Uh-huh, yes.

16 Q. What kind of comments did Jermell, the shift manager,
17 make about Jonathan?

18 A. Sometimes if Jonathan would say something, they would
19 say something like shut up, punk or, you know, those
20 type of things, you little sissy. The same thing,
21 those type things, things that guys would say.

22 Q. Did you ever witness Jonathan cry at work?

23 A. Let me think. So many people cried at work. No, not
24 with me being there, no. Well, I didn't witness it,
25 but I could hear it in his tone that night that he



EEOC v. Bojangles_PLT_000101

EXHIBIT J

1 UNITED STATES DISTRICT COURT
2 FOR THE
3 EASTERN DISTRICT OF NORTH CAROLINA

| | | | |
|---|-----------------------------------|---|------------------|
| 4 | U.S. EQUAL EMPLOYMENT OPPORTUNITY |) | |
| | COMMISSION, |) | |
| 5 | |) | |
| | Plaintiff, |) | |
| 6 | |) | |
| | Vs. |) | File No. |
| 7 | |) | 5:16-CV-00654-BO |
| | BOJANGLES' RESTAURANTS, INC., |) | |
| 8 | |) | |
| | Defendant. |) | |
| 9 | |) | |

10 Deposition of:

11 Tanisha Hall

12 * * * * *

13 SCHEDULED TO BE TAKEN ON:

14 June 13, 2017

15 Beginning at 1:00 p.m.

16 * * * * *

17 TAKEN AT:

18 Beaver Courie Sternlicht Hearp & Broadfoot, P.A.

19 230 Green Street

20 Fayetteville, North Carolina 28301

21

22

23

24 Starkings Court Reporting & Video Services
916A Hay Street, P.O. Box 1345
25 Fayetteville, North Carolina 28302
(910) 323-4232 or (800) 328-3747

[6/13/2017] Tanisha Hall (6_13_17)

1 A. Cossack. I lived on Cossack, and he lived up
2 the street in another trailer.

3 COURT REPORTER: In?

4 THE WITNESS: In another trailer.

5 Q. You say your kids played with kids in
6 Ms. Wolfe's -- who lived with Ms. Wolfe, was there any
7 other way in which you interacted with Ms. Wolfe when you
8 first met her?

9 A. No. That's how we became friends. That's how I
10 known him and I known her -- I met her as a girl.

11 Q. And you say you "met her as a girl," when you
12 first met Ms. Wolfe, Ms. Wolfe was dressed as a woman?

13 A. Yes.

14 Q. How did Ms. Wolfe introduce herself to you?

15 A. My name is DeAshia.

16 Q. Had there come a time when you learned that
17 Ms. Wolfe's legal name was Jonathan?

18 A. Yes.

19 Q. When did you first learn that?

20 A. Like a couple of weeks after.

21 Q. How did you learn that Ms. Wolfe's legal name
22 was Jonathan?

23 A. I'm not trying to be funny, sir, but you know
24 that he's a man, he's just gay. I know he wasn't born a
25 woman. What do you mean? I asked.