

**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 RESPONSE TO PLAINTIFF'S  
STATEMENT OF MATERIAL FACTS**

In opposition to Plaintiff's Motion for Partial Summary Judgment and in Response to Plaintiff's Statement of Material Facts, 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: 33-34, 43-44, 46-47, 58-60, 68, 72-76, 86-87, 96-97, 101-102, 106-116, 128,  
155-159

Deposition Exhibits: 25 and 39

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

Pages: 9-15, 20-21, 39-40, 50-52, 77-78, 95

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

Pages: 78-79, 103-106, 113-117, 130

Exhibit H – Deposition of Jeannine M. Eubanks (30)(b)(6) (June 19, 2017)

Pages: 80-81, 162

Exhibit I – Deposition of Ella Riggins (April 26, 2017)  
Pages: 28-40, 48, 58-64, 76, 88-89, 104-107, 154  
Deposition Exhibits: 19, 20

Exhibit J – Deposition of Shimika Singleton (April 4, 2017)  
Pages: 6-7, 35, 48-49, 60-61  
Deposition Exhibit: 3

This 17<sup>th</sup> day of August, 2017.

/s/Charles E. Johnson

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*Attorneys for Defendant Bojangles' Restaurants, Inc.*

**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 17<sup>th</sup> day of August, 2017.

/s/Charles E. Johnson

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# **EXHIBIT A**

**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 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 25<sup>th</sup> day of July, 2017.

  
Sharon Irwin



# **EXHIBIT B**

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

**Plaintiff,**

**v.**

**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.

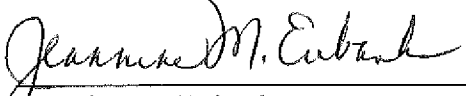
19. Wolfe told me that he believed that he might be subject to termination because of his new braided hair extensions, on which he had spent over \$200. Wolfe did not allege that his Unit Director, Ella Riggins, made any gender-based comment to him or told him that he needed to act like a man. Likewise, 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 s 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'**

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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**

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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**

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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.

**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.)***

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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.)**

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### **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.)**

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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**

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### **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.)***

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**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.)***

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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.)***

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*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.)***

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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.)***

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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***

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### **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***

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### **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.)***

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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***

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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.)**

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### **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.)***

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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.)***

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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.)**

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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**

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### **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.)**

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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***

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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.)**

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### **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 31<sup>ST</sup>.**

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.)***

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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.)***

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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.)***

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### **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.)***

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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.)***

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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***

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### **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.)***

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### **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.)***

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### **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.)***

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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**

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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.)**

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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**

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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**

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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**

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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*

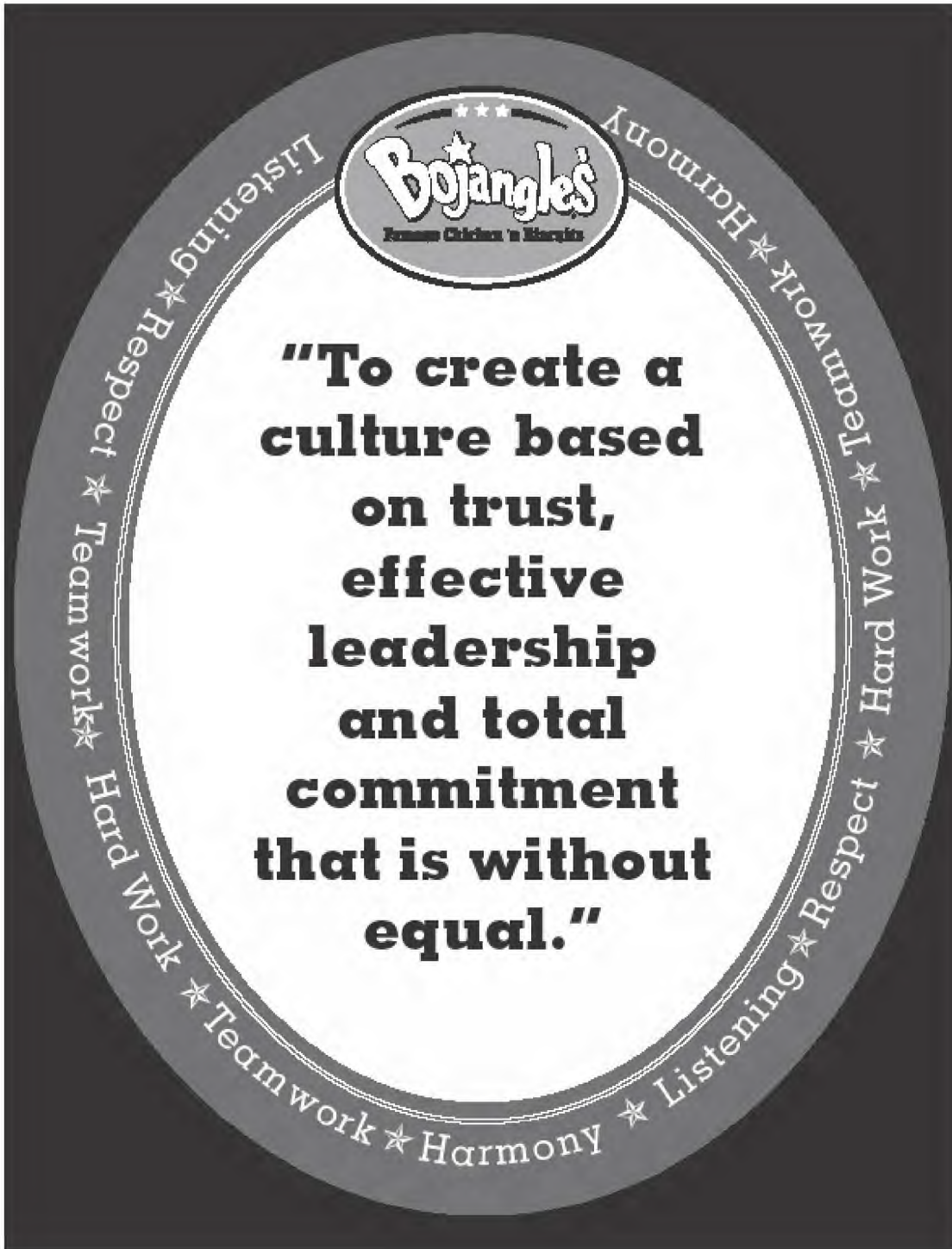
\_\_\_\_\_  
*Date*

An orientation was completed with \_\_\_\_\_

Completed on: \_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Manager's Signature*

**Original:     Personnel File**



1176957v2 10637.01010

# **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: Elita Rypien  
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

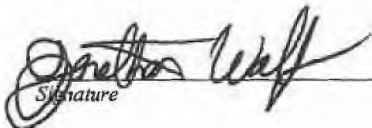
The Company prohibits retaliation against any individual who makes a good faith report of discrimination or harassment in the workplace. Likewise, the Company prohibits retaliation against any individual who assists or participates in the investigation of such reports. Retaliation is a serious violation 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 25<sup>th</sup> 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

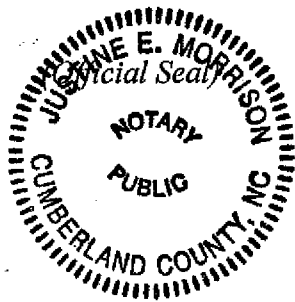
I certify that Ashley Clocher personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Affidavit  
Name or description of attached document

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**

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

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,  
Plaintiff,

-vs-

BOJANGLES' RESTAURANTS, INC.,  
Defendant.

-----

DEPOSITION

OF

JONATHAN WOLFE

April 27, 2017

Charlotte, North Carolina

MICHELLE S. THOMPSON  
Certified Verbatim Reporter-Master  
THOMPSON & MILLS COURT REPORTERS  
6205 Morrison Boulevard, Suite 826  
Charlotte, North Carolina 28211  
704.564.5249

1 show up, I was always the one they called in. My  
2 hours, I guess, changed.

3 Q. Why did you leave employment at McDonald's?

4 A. For a better job at Grace Foods.

5 Q. And how was the job better at Grace Foods?

6 A. I was going to train to be a manager.

7 Q. Who hired you at Grace Foods?

8 A. Caitlin Spain.

9 Q. Is she still there?

10 A. No.

11 Q. Did she leave when the new owners came in?

12 A. Before.

13 Q. Before you worked at McDonald's where did you work?

14 A. Bojangles'.

15 Q. And your employment at Bojangles' ended in February  
16 2013, is that right?

17 A. Correct.

18 Q. Where did you work before you went to work at  
19 Bojangles'?

20 A. Family Dollar.

21 Q. Where was the Family Dollar store where you worked?

22 A. On Raleigh Road in Fayetteville.

23 Q. During what period of time did you work at Family  
24 Dollar?

25 A. I don't remember.



1 Q. How long did you work there?

2 A. A couple months.

3 Q. Why did you leave?

4 A. I was terminated.

5 Q. Why were you terminated?

6 A. My drawer was short.

7 Q. What was your rate of pay at Family Dollar?

8 A. I don't remember.

9 Q. About how many hours a week did you work there?

10 A. I don't remember.

11 Q. Prior to your employment at Family Dollar where did  
12 you work?

13 A. That was my first job.

14 Q. How old were you when you started work at Family  
15 Dollar?

16 A. I don't remember. Around 18 or 19.

17 Q. Prior to moving to Fayetteville did you have any  
18 employment in Georgia?

19 A. No. As I stated, that was my first job.

20 Q. Who was your supervisor at Family Dollar?

21 A. Her first name was Serittia. I don't know her last  
22 name.

23 Q. Sharette?

24 A. Serittia.

25 Q. Do you have any of your pay stubs from Family

1 address?

2 A. No, sir.

3 Q. When did you cease using that email address?

4 A. When it was hacked.

5 Q. When was it hacked?

6 A. I don't remember.

7 Q. But that's the email address you used at the time  
8 you applied for work at Bojangles', is it not?

9 A. Yes.

10 Q. On the second page, fourth line down, the form  
11 states "present school or most recent school," and  
12 you typed in Douglas Byrd Senior High, is that  
13 correct?

14 A. Yes.

15 Q. Did you ever attend Douglas Byrd Senior High?

16 A. I was enrolled but I was withdrawn.

17 Q. Did you ever attend there?

18 A. I went for a day.

19 Q. Which year did you go for a day?

20 A. When I first moved down here. I don't remember the  
21 year.

22 Q. About halfway down the page do you see the heading  
23 "personal history"?

24 A. Yes.

25 Q. Immediately below that is the question, "May we

1 contact your present employer?" And you answered,  
2 "I'm applying here for my first job," is that  
3 correct?

4 A. Yes.

5 Q. This wasn't your first job, though, was it?

6 A. I was told when I was doing my job training class  
7 at Fayetteville Tech not to put Family Dollar on  
8 there because I didn't work long enough.

9 Q. And you were fired for a cash shortage, right?

10 A. Yes, a drawer shortage.

11 Q. On the fourth page of this document about a third  
12 of the way down the page there's a signature. You  
13 see that signature?

14 A. Yes, sir.

15 Q. Is that your signature?

16 A. Yes, sir.

17 Q. Did you sign this document electronically?

18 A. I believe so.

19 Q. And that's your handwriting, is it not?

20 A. Yes.

21 Q. Likewise, at the bottom of the page there's another  
22 signature under the drug screening consent and  
23 authorization language. Is that your signature as  
24 well?

25 A. Yes.

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 y

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'?

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.

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

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



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

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.

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."

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

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.

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?

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



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

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.

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

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.

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



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

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

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?

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,

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

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

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?

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



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?

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?

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.

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Bojangles' NC - Fayetteville (274)	<b>Jonathan Wolf</b>
ella riggins	Application Summary Application Date: 04/16/2012

Close this Page



Personal Information	
First Name	Jonathan
Middle Name	(No response)
Last Name	Wolf
Address - Line 1	5330 Wrangler Ave
Address - Line 2	(No response)
City	Fayetteville
State	NC
Zip Code	28306
How long at this address?	6 Years
Phone Number	910-322-5309
Cell Phone Number	(No response)
Social Security Number	
Are you 18 years of age or older?	Yes
What is your date of birth?	02/21/xxxx
E-Mail Address	Jon_02_Wolf@yahoo.com
Previous Address - Line 1	(No response)
Previous Address - Line 2	(No response)
City	(No response)
State	(No response)
Zip Code	(No response)
How long at this address?	(No response)
Can you, after employment, submit verification of your legal right to work in the US?	Yes
Have you ever worked for our company?	No
-- If yes, when and where:	
How were you referred to us?	Other Source
Have you ever been convicted of a criminal offense, including traffic violations other than speeding? (Do not include convictions which have been sealed, expunged or statutorily eradicated. Note: A conviction record will not necessarily be a bar to employment. This information will only be used for job-related purposes in accordance with applicable laws. Note: Applicants in Georgia may exclude convictions which have been discharged under the state's First Offender Act.)	No
-- If yes, state the nature of the offense:	
-- If yes, state the county in which it occurred:	
-- If yes, state the type of offense (misdemeanor, felony, traffic, etc.):	
-- If yes, state the date of offense:	
-- If yes, state the disposition of the case:	
Do you have a valid driver's license?	No



<https://www.sysdineprm.com/sysdineprm/sdw.WCF?lip=QFT1GHFCD&ent=hdbAppSum>

-- If yes, driver's license number and state:	
-- If yes, name appearing on driver's license:	
Are you Serve Safe Certified?	--
Present school or most recent school	Douglas Byrd Senior High
School City	Fayetteville
School State	North Carolina
Indicate the highest level of education you have completed.	GED / High School Diploma
Date graduated or last attended	06/2010
<b>Reference Checks</b>	
Reference Name	Khilif Roher
Title/Position	Sales Associate
City	Parkton
State	North Carolina
Phone number	910-322-4397
Reference Name	Emily Spencer
Title/Position	Deliver
City	Fayetteville
State	North Carolina
Phone number	910-257-4190
Reference Name	Taylor Jones
Title/Position	N/A
City	Parkton
State	North Carolina
Phone number	910-978-9134
<b>Personal History</b>	
May we contact your present employer?	I am applying here for my first job.
Employer (current)	(No response)
Supervisor	(No response)
Type of business	(No response)
City and state	(No response)
Phone	(No response)
Position title	(No response)
Started	(No response)
Ended	(No response)
Job duties	(No response)
Starting Salary	(No response)
Ending Salary	(No response)
Reason for leaving	(No response)
We will contact this employer about this application.	--
Previous employer	(No response)
Supervisor	(No response)
Type of business	(No response)
City and state	(No response)
Phone	(No response)
Position Title	(No response)
Started	(No response)
Ended	(No response)
Job duties	(No response)
Starting salary	(No response)
Ending salary	(No response)

Reason for leaving	(No response)
We will contact this employer about this application.	-
Previous employer	(No response)
Supervisor	(No response)
Type of business	(No response)
City and state	(No response)
Phone	(No response)
Position title	(No response)
Started	(No response)
Ended	(No response)
Job duties	(No response)
Starting salary	(No response)
Ending salary	(No response)
Reason for leaving	(No response)
<b>Availability for Work</b>	
Available to Start When?	04/16/2012
Is Reliable Transportation to Work Available?	Yes
Available for Full-Time Work?	Yes
Available for Part-Time Work?	Yes
Number of hours desired per week?	32
What days are you available to work?	-
Monday	(Checked)
---- Hours available:	Any
Tuesday	(Checked)
---- Hours available:	Any
Wednesday	(Checked)
---- Hours available:	Any
Thursday	(Checked)
---- Hours available:	Any
Friday	(Checked)
---- Hours available:	Any
Saturday	(Checked)
---- Hours available:	Any
Sunday	(Checked)
---- Hours available:	Any
Available to Work Overtime?	Yes
Additional Comments about your availability for work	(No response)
<b>Applicant Authorization</b>	
	<p>Please read the following statement and acknowledgement carefully before signing this application:</p> <p>I verify that the information provided on this application is true, complete and accurate. I agree that Bojangles' Restaurants, Inc. (Bojangles') may investigate all of the statements made on this application and that any misrepresentation or omission in my application, resume, any other employment-related materials, or during any interview may result in Bojangles' refusal to employ me, or if employed, may result in immediate termination of my employment.</p> <p>I understand that any offer of employment I may receive from Bojangles' is conditioned on my successful completion of the Company's pre-employment screening process, including without limitation, drug testing and background, criminal records,</p>



employment history, and reference checks. I understand that my continued at-will employment may be conditioned on successful completion of subsequent background and criminal records checks and drug testing conducted during my employment in accordance with Company policy and applicable law.

I agree to comply with all Bojangles' policies, rules and procedures in effect during my employment and understand that my employment will remain at-will. I understand that no employee, manager or other agent of Bojangles' has any authority to enter into any agreement for employment for any specified period of time unless such agreement is in writing and signed by the CEO of the Company. I further understand that in the absence of such an agreement, employment can be terminated with or without cause by the Company or me at any time.

APPLICANTS IN MARYLAND: UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT OR CONTINUED EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.

Signature: Jonathan Wolfe

Drug Screening Consent and Authorization

The Company 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 these commitments, the Company has adopted a drug-free workplace policy. Our goal will continue to be one of establishing a work environment that is free from the effects of substance abuse.

Pursuant to the goals, the Company requires that you, if you are a final, external applicant for the position for which you are applying, submit to a drug screening to be conducted in accordance with applicable law. Your employment is conditioned upon successful completion of the drug screen.

During your employment, you may be required to undergo additional drug screenings in accordance with applicable law and the Company's policy. The drug screen will be conducted by an authorized testing facility and you must authorize the release of the test results to the Company. These results will be used solely in connection with your employment with the Company and will be kept confidential. Refusal to sign this authorization or to submit to the drug screening will render you ineligible for further employment consideration.

Further, upon selection for employment by the Company, you hereby agree to comply with all terms of the Company's Substance Abuse and Drug Testing Policy (the 'Policy'), specifically the following: I will read the Policy which is available to me upon request. I agree to submit to drug testing according to the Company's policy. I understand that failure to comply with a drug testing request will lead to termination of employment. I understand that the policy may be amended at the Company's discretion. I hereby release the Company, its officers, employees and agents from any and all liability whatsoever as a result of taking drug tests and the transmitting and utilization of the results and opinions thereof.

I, the undersigned, have read and understand this document and hereby authorize the release of the results of any drug screen I undergo to the Company for the above-stated purposes.

Signature: Jonathan Wolfe

Applicant Authorization Text

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Bojangles'  
NC - Fayetteville (274)

**Jonathan Wolf**

ella riggins

**Applicant Authorization**  
Application Date: 04/16/2012

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**Applicant Authorization**

**Consumer Authorization**

I. In processing my application for employment and if employed, in connection with my continued at-will employment, I understand that Bojangles' Restaurants, Inc. ("Bojangles") may obtain or have prepared a consumer or investigative consumer report for employment purposes. I understand that any such report may include information concerning my criminal records history, prior employment, driving record, civil litigation, military record, education, professional licenses or credentials, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, and work habits. I understand that any of the foregoing categories of information may be used by Bojangles' as a basis for rejecting my application, considering my status for continued employment or terminating my employment.

II. By signing below (either manually or electronically), I acknowledge and understand that I have received notice in compliance with the Fair Credit Reporting Act ("FCRA") that Bojangles' may seek a consumer or investigative consumer report as outlined in paragraph I above. I am authorizing Bojangles' to obtain a consumer or investigative consumer report on me as part of the Company's pre-employment background screening process. If I am offered employment by Bojangles', I further authorize the Company to obtain additional consumer or investigative consumer reports on me for employment purposes at any time during my employment.

III. I further authorize Bojangles' to release to any consumer reporting agency or investigators the personal information on this form, my application or any other information Bojangles' may require me to complete for the purpose of conducting any background check.

IV. I understand that I am entitled to request that Bojangles' inform me as to whether an investigative consumer report (or reports) is being obtained or prepared. I am further entitled to request from Bojangles' information on the scope and nature of the investigation underlying any investigative consumer report and to obtain written summary of my rights under the FCRA. If Bojangles' wishes to take an adverse action against me based on information in either the consumer report or the investigative consumer report, I am entitled to receive a copy of the report with a description of my rights under the FCRA. Finally, I understand that if Bojangles' takes an adverse action against me, Bojangles' must provide me with the name, address and telephone number of the agency and I am further entitled to request a free copy of the report from the agency within sixty days.

V. I hereby direct each consumer reporting agency and/or investigative consumer reporting agency to release information concerning me contained in a consumer or investigative consumer report upon request to Bojangles'. This release is executed with my full knowledge and understanding that the information is for the official and employment-related use by Bojangles' as provided above.

VI. I hereby agree not to assert claims against Bojangles' or any consumer reporting agency(s), including their officers, agents, employees or related personnel for any and all liabilities or damages of whatever kind, which may at any time result to me because of compliance with or release of information pursuant to this authorization.

VII. I acknowledge that a facsimile, photographic or other electronic copy of this release and authorization shall be as valid as the original, and I agree that the authorization can be relied upon by Bojangles' and its agents. I represent that I have read and understand this authorization.

(The checkbox was checked.)

**APPLICANT COMPLETE THE FOLLOWING:**

Print Full Name:	Jonathan Wolfe
Date of Birth	02/21/xxxx
Street Address	5330 Wrangler Ave
Driver's License Number and State	

Signature and Date:	Jonathan Wolfe 2 <sup>nd</sup> May 2012	
Social Security Number		
City, State, Zip Code	Fayetteville 28306	
Name Appearing on Driver's License		



Jonathan J Dubb Waters was live.

15 hrs · 🌐

Charlotte Bound



PENGAD 800-631-6969  
EXHIBIT  
39



 **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 Alkay 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**

People You May Know

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**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



The main image shows a man with short blonde hair, wearing a white short-sleeved shirt and khaki pants, standing next to a bright red classic coupe. The car has the number '01' in large black letters on its side. The background is a grassy field with a wooden fence and trees in the distance.

**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 friends  
**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

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

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?

1 A. I have not.

2 Q. Have you seen any photographs of Ms. Wolfe dressed in  
3 female clothing?

4 A. Once.

5 Q. When was that?

6 A. Shimika Singletary, I think is her last name, provided  
7 me and Ella with a photograph of him with his hair done,  
8 and he was wearing no shirt actually. So no, he wasn't  
9 dressed as a female or as a female. I wouldn't say in  
10 female clothing, but he had his hair done.

11 Q. Like a female?

12 A. Uh-huh.

13 Q. So the braids were feminine?

14 MR. CHURCH: Objection to the form.

15 A. I'm sorry?

16 Q. So the braids were feminine?

17 A. Yes, ma'am.

18 Q. Now, did you actually see Ms. Wolfe in person with the  
19 braids in, or did you just see the photo?

20 A. I did not.

21 Q. You just saw the photo?

22 A. Yes, ma'am.

23 Q. You said that was provided by Shimika?

24 A. Uh-huh. Yes, ma'am.

25 Q. And my understanding is her last name is Singleton.



1 Does that sound correct?

2 A. Singleton, yes, ma'am.

3 Q. Okay. How did Ms. Singleton come about showing that  
4 photo to you?

5 A. She just brought it to me and Ella.

6 Q. Why?

7 A. She just brought it to us.

8 Q. Did you ask for it?

9 A. We did not.

10 Q. Did you have a conversation with Ms. Singleton about the  
11 photo?

12 A. I did not.

13 Q. Now, was Ms. Singleton the person who directly showed  
14 you the photo, or did Ms. Riggins show you the photo?

15 A. Ms. Singleton showed me the photo.

16 Q. Okay, but you all didn't talk about it? She just showed  
17 you the photo and that was it?

18 A. She showed me the photo. I took -- I asked her to send  
19 it to me, and I sent it to Jeannine.

20 Q. Why did you send it to Jeannine?

21 A. Because it's inappropriate. It's against our policy to  
22 be sending inappropriate pictures of one another -- of  
23 each other to one another.

24 Q. Why was the photo inappropriate?

25 A. Because he wasn't fully clothed and it was -- it's

1 sexual harassment.

2 Q. Was Ms. Singleton reporting sexual harassment to you?

3 A. She brought me the photo.

4 Q. But you all didn't have a conversation about it?

5 A. She didn't say nothing about it. She just brought it to  
6 me.

7 Q. Did she complain about the photo to you?

8 A. She did not.

9 Q. Did she say she found the photo offensive?

10 A. She did not.

11 Q. Was it your understanding that Ms. Singleton felt  
12 harassed by the photo?

13 A. I felt that way because she brought it to me.

14 Q. But you asked no follow-up questions to that?

15 A. She just -- she showed it to me, and I took it, and I  
16 just took it for the fact to show his hair.

17 Q. Do you know whether or not Ms. Wolfe had sent photos to  
18 Shimika Singleton before?

19 A. I do not.

20 Q. Did you ask her?

21 A. I did not.

22 Q. Did you ask her what she thought about the photo?

23 A. I did not.

24 Q. Do you know what a mannerism is?

25 A. I do.

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?

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,"

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,

1 A. Ten minutes.

2 Q. And what about the restaurant on North Main Street in  
3 Hope Mills?

4 A. Eight minutes.

5 Q. And the Owen Drive restaurant, restaurant 735, the  
6 restaurant at 4554 Raeford Road, and the Corporation  
7 Drive in Hope Mills and North Main Street in Hope Mills,  
8 these are all restaurants in your area, correct?

9 A. They are.

10 Q. And they were all restaurants in your area in February  
11 2013?

12 A. They were.

13 Q. Okay. And it's your position that when you talked to  
14 Ms. Wolfe on February 21st she agreed to transfer to the  
15 Raeford Road 735 store?

16 A. Jonathan approached me with moving to 735. It was his  
17 idea.

18 Q. When did she approach you?

19 A. On the phone I asked Jonathan, "What do you want me to  
20 do? What -- how do you want me to solve this for you?  
21 What can I do?"

22 "Can I tran-" -- his response to me was, "Can I  
23 transfer to restaurant 735? Me and my boyfriend are  
24 moving to Raeford Road. It would make my life easier."

25 "Yes, you can. Call her Thursday for your

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



1           because we needed all the help we could get.

2           Q. I'm just trying to figure out when Ms. Wolfe was working  
3           at the Corporation Drive location.

4           A. Two weeks.

5           Q. Two weeks?

6           A. It wasn't a permanent thing, it was, "Come help for two  
7           weeks."

8           Q. And so we're looking at the December 2012 time frame?

9           A. Yes, ma'am.

10          Q. Was Ms. Wolfe still at the Corporation Drive location in  
11          2013?

12          A. I want to -- we opened the 19th. They probably stayed  
13          to the -- December 5th, latest. Two weeks is all I had  
14          them for.

15          Q. Did you mean January 5th?

16          A. Yeah, I'm sorry. Yes, January 5th.

17          Q. Okay. How many people were brought in to assist with  
18          the opening of this Corporation Drive location?

19          A. The top two people from each one of my restaurants.

20          Q. So Ms. Wolfe was one of the top two people from the Owen  
21          Drive store?

22          A. He was.

23          Q. Who else from Owen Drive came in to open up the  
24          Corporation Drive store?

25          A. Kiana -- I want to say her last name was Covington.

1 -- yeah, what happened, do you want to be contacted, all  
2 this stuff, and then it just -- it generates it and  
3 shoots it to me. I mean instantly. Like no more than  
4 three minutes does it take, unless you keep them on the  
5 phone number longer than three minutes, it comes to me.

6 Q. So it was this Service Check alert that prompted you to  
7 contact Ms. Wolfe?

8 A. It did.

9 Q. What happened after you got the alert, walk me through.

10 A. I was already in the loop of what happened, as I've  
11 already been to Owen Drive. So I called Jonathan back  
12 and -- well, first I went to the dining room and I sat  
13 down, and I called him back. First time that I called  
14 him he didn't answer. Second time I called him he  
15 answered, and I just asked him, like, what happened.

16 So he starts telling me, and then I said, "Well,  
17 tell me this first. What happened to you not going into  
18 Owen Drive?" "I wanted a cherry drink." I said, "Well,  
19 okay," I said, "You had to go into Owen Drive?" "I can  
20 go wherever I f'ing want to go."

21 "Jonathan, please don't cuss at me."

22 "I can do whatever I want. I'm not your GD  
23 employee. I'm a f'ing paying customer." So then, "I'm  
24 going to ask you one more time, please do not curse at  
25 me. I'm not talking to you that way. You're not going

1 to disrespect me. Do not curse at me." He did it  
2 again, "I'm not your f'ing employee right now. I'm a  
3 paying customer so I can do whatever I f'ing want to."

4 I said, "Jonathan, I'm going to tell you one more  
5 time and you're not going to have to worry about it  
6 because you're not going to be my employee." So I  
7 forewarned him three times to stop cursing at me. Three  
8 times, and I thought that was very fair because I  
9 usually don't even give three times because I knew that  
10 he typically didn't do these type of things, but three  
11 times is enough.

12 He said, "I already told you I can go wherever I  
13 f'ing want to go. I wanted an f'ing cherry drink, so I  
14 went in there and she told me I had to take it outside,  
15 I couldn't hold her line up, that f'ing fat," whatever.  
16 He said some very ugly things about Ella to me, and I  
17 said, "That's it, I've had it. I told you to quit  
18 cursing. We're done. You no longer work for me. Have  
19 a great day." I hung up. He called me back four times.  
20 I didn't answer. Then he texted me and said, "Tell me  
21 again why you terminated me so I can call my attorney."

22 Q. What specifically did Ms. Wolfe say to you about Ella  
23 during this phone call?

24 A. That fat B.

25 Q. By B do you mean bitch?

1 those kids being kids having conversations that they  
2 really shouldn't be having, and it was nothing. Some of  
3 that was just blown into something bigger than it was.  
4 Stop it and be done.

5 Q. You have an employee calling you saying that he's really  
6 scared and you didn't think it was a big deal?

7 MR. CHURCH: Objection to the form.

8 A. I thought that he -- no, I didn't think it was a big  
9 deal, because again, he started the conversation. He  
10 started the conversation. You're in here telling these  
11 two boys how you have sex, and of course they're curious  
12 and they ask questions, and now you're upset because  
13 they're asking you questions? You shouldn't start these  
14 conversations.

15 Q. Did Ms. Wolfe confirm that she started the conversation?

16 A. Yes, he did.

17 Q. What specifically was reported to you about this  
18 conversation?

19 A. He told me while they were all three out there that he  
20 started -- he was explaining to them how do men have  
21 sex.

22 Q. But Ms. Wolfe also told you that at some point the  
23 conversation became uncomfortable, correct?

24 A. It did.

25 Q. And how did you address that with Ms. Wolfe?

# EXHIBIT G

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

---

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

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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 president, and that is Mike Burns.

2 Q. And what's the relationship between you -- well, in  
3 2012 -- of you as director of human resources and the  
4 regional vice president?

5 A. We have two separate functions. They're clearly in the  
6 operations department. They're clearly responsible for  
7 overseeing the operations of a group of restaurants,  
8 usually 40-plus restaurants. I'm in the human  
9 resources department, and, of course, I do all the  
10 things I explained in my job description earlier, plus  
11 talk to employees, engage employees. Our department  
12 also handles benefits and anything that's employee  
13 related. There is no reporting relationship.

14 Q. Unit directors can terminate hourly employees; correct?

15 A. Certainly.

16 Q. Sorry. Area directors can terminate hourly employees?

17 A. Certainly.

18 Q. Can they do that without any oversight, or do they have  
19 to get approval or bind from any other person in the  
20 Bojangles' enterprise?

21 A. No. We give them the freedom to make those decisions.

22 Q. Okay. What about unit directors. They can terminate  
23 employees?

24 A. Yes, they can. I -- based on what I know about most of  
25 our area directors, they have encouraged their unit

1 directors to call them and discuss those decisions  
2 before they actually terminate.

3 Q. But under the policy --

4 A. There is no -- right. There is no policy that requires  
5 them to get approval to terminate.

6 Q. Okay. What about assistant unit directors. Can they  
7 terminate an employee?

8 A. We discourage that. It would have to be a really  
9 blatant behavior.

10 Q. But they do have the ultimate authority to terminate --

11 A. No, they do not. AUD -- assistant unit directors need  
12 to work through their unit director.

13 Q. They can recommend termination of an employee?

14 A. Yes.

15 Q. Can an assistant unit director write an employee up?

16 A. Yes, if it's somebody on their shift who's not done  
17 their job or acted out or something, yes.

18 Q. How long have you known Ella Riggins?

19 A. I don't know her personally even now. I know who she  
20 is. I know she's been a manager with Bojangles' for  
21 some time. That's about the sum total of what I could  
22 tell you. I couldn't even tell you her hire date.

23 Q. How many times have you met Ms. Riggins in person?

24 A. Well, every time we have an annual unit director  
25 conference, she's been there, so I've probably met



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.

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           who I would call in these matters. And he seemed fine  
2           with that.

3       Q.    And so when Jonathan first called you, she was upset?

4       A.   Well, sure. I mean, upset in that they were -- I  
5           remember -- seems like he was talking fast, quickly,  
6           concerned that they might lose their job, is how I  
7           would describe -- describe him.

8       Q.    So if Jonathan were to testify that during this phone  
9           call with you she specifically told you that Ella  
10          Riggins made a comment along the lines of "I hired you  
11          as a man. You need to act like a man," you would  
12          deny --

13      A.    I would deny. He never said that to me.

14                       MR. CHURCH:  Objection to the form.

15      Q.    So now it's a question of your word versus Jonathan's  
16          word?

17                       MR. CHURCH:  Objection to the form.

18      A.    That's exactly right.

19      Q.    How long did this phone call last?

20      A.    Oh, gosh.  10 minutes, 15 minutes.  It's hard to say.  
21          I don't know.

22      Q.    When Jonathan called you, was she still at the Owen  
23          Drive restaurant?

24      A.    I don't know.  Are you suggesting he called from the  
25          restaurant?

1 A. No.

2 Q. No accolades?

3 A. No.

4 Q. Okay. Had you received any complaints about Ella  
5 Riggins?

6 A. No.

7 Q. What about Sharon McCollough?

8 A. No.

9 Q. Janice Locklear?

10 A. No.

11 Q. There would be no Service Check employee service line  
12 complaints about any of those individuals prior to  
13 February 2013?

14 A. Not to my knowledge.

15 Q. I'm going to mark for you Exhibit 9.

16 Have you had the opportunity to review the  
17 document that's been marked as Exhibit 9?

18 A. Yes, ma'am.

19 Q. What is Exhibit 9?

20 A. Exhibit 9 are copies of pages taken from my notes.

21 Q. Are all notes that you took with regard to Jonathan  
22 Wolfe contained in Exhibit 9, or are there other notes  
23 that are not in Exhibit 9?

24 A. There are some email messages that were exchanged. I  
25 think you have copies of those.

1 Q. But these are all your handwritten notes?

2 A. My handwritten notes. Yes, ma'am.

3 Q. Okay. When you were assisting Bojangles' respond to  
4 EEOC's charge of discrimination, did you provide all of  
5 your notes? Everything that we see on Exhibit 9?

6 A. Yes.

7 Q. Did you black out any information prior to submitting  
8 it to the EEOC?

9 A. I would never do that, no.

10 Q. Okay. So if the EEOC did not receive a complete set of  
11 your notes or parts were redacted, that was not you  
12 that redacted or did not produce all the documentation?

13 A. Correct.

14 Q. Okay.

15 A. Did that happen?

16 Q. Yes. The EEOC did not receive a complete set of your  
17 notes that are Exhibit 19. In fact, much of it was  
18 redacted.

19 So these are the notes that you took by hand?

20 A. Yes.

21 Q. Did you take these notes contemporaneously while  
22 speaking with both Sharon and Jonathan?

23 A. Yes. That's the way I operate.

24 Q. Okay.

25 A. That's why they might not make sense to --

1 Q. So this page, 212, is this where your notes start with  
2 regard to Jonathan?

3 A. Yes.

4 Q. Okay. And this exhibit is the sequence of when you  
5 took your notes; correct?

6 A. Uh-huh.

7 Q. Okay. So starting at the top, it says, "Sharon."

8 A. That's right. So Sharon called me to give me a  
9 heads-up that I might receive a call from the employee  
10 who had had a problem at the Owen Drive restaurant.  
11 That's what "274" means, Owen Drive.

12 Q. Okay.

13 A. She actually thought highly of Jonathan, said he was a  
14 good employee. Apparently, on his day off he had  
15 gotten these blonde braids. And she said there had  
16 been some kind of drama about whether he needed to  
17 remove them. He told someone -- I'm assuming it's  
18 Ella -- that Sharon had approved him getting the  
19 braids, which was not true. And when Ella called  
20 him -- I think Ella maybe was thinking about  
21 terminating.

22 Please keep in mind, those initial comments  
23 from Sharon are preliminarily comments. She had not  
24 yet been to the restaurant and gotten into the  
25 investigation. But when Ella -- apparently, Ella tried

1 to call him. Then, at that point, he changed his  
2 story, and he brought up an issue about how Sharon had  
3 told him he could dye his hair, but Sharon said that  
4 wasn't true. They had had a conversation back in  
5 December of 2012 about getting your hair dyed and  
6 things like that. And she never approved him getting  
7 his hair dyed.

8 But I don't know anything about that, and I  
9 don't know how it has any bearing on this matter.

10 Q. Okay.

11 A. But she was just basically giving me a heads-up that  
12 there had been some kind of incident in the restaurant  
13 and that I could probably expect to hear from Jonathan.  
14 And sure enough, I did.

15 Q. So your day actually started with a phone call from  
16 Sharon?

17 A. Yes.

18 Q. And then a phone call from Jonathan?

19 A. Yes.

20 Q. Okay. When did Sharon call you?

21 A. I have no idea, but I get in the office by 7:15, 7:30.  
22 Everybody knows that. I'm thinking it was probably,  
23 you know, around 8:00 or 8:30. But I didn't write the  
24 time down.

25 Q. But you do remember that Jonathan Wolfe called you



1 about 9:50 a.m.?

2 A. Uh-huh.

3 Q. And that's reflected in your notes?

4 A. Uh-huh.

5 Q. Did you review your notes in preparation for today's  
6 deposition?

7 A. I looked at them. I obviously didn't review them too  
8 well, because I forgot about the comment about the W-2.

9 Q. All right. So you have in your notes, it looks like  
10 Sharon said that Jonathan is a good employee but,  
11 quote, bisexual, end quote.

12 A. Uh-huh.

13 Q. Sharon told you this?

14 A. That's who he is. Who he was.

15 Q. If it's about hair, why is Sharon talking about the  
16 fact that he's bisexual?

17 MR. CHURCH: Objection to the form.

18 Q. Did she tell you why?

19 A. No, and I didn't ask, because I didn't care.

20 Q. Sharon reported to you that Jonathan got blonde braids?

21 A. Uh-huh.

22 MR. CHURCH: Yes?

23 A. Yes. I'm sorry. I keep forgetting.

24 Q. And it appears that Sharon reported that Jonathan  
25 refused to remove the braids and said Sharon approved,

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.

# **EXHIBIT H**

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

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

BOJANGLES' RESTAURANTS, INC.,

Defendant.

30(b)(6) DEPOSITION  
OF  
BOJANGLES' RESTAURANTS  
BY ITS CORPORATE DESIGNEE,

JEANNINE EUBANKS

Taken at:

U.S. Equal Employment Opportunity Commission  
129 West Trade Street, Suite 400  
Charlotte, North Carolina 28202

On Monday, June 19, 2017

REPORTER: SALLY W. LOWRANCE, CVR-M  
Notary Public

1 was cropped, because it is my understanding that the  
2 picture was far more provocative than what I saw, and  
3 that would clearly violate our harassment policy. We  
4 discourage employees from sharing those kinds of images.

5 Q. So did Bojangles' only have a cropped version of the  
6 picture?

7 A. That's the only thing I saw.

8 Q. Do you know whether or not Ms. Irwin had received a  
9 cropped version of the picture?

10 A. I do not know.

11 Q. And when you say cropped version, looking at Exhibit B,  
12 is Exhibit B cropped?

13 A. I would assume it's cropped because I believe you could  
14 only see from the waist down, and it's my understanding  
15 it was much more highly inappropriate than that.

16 Q. And if Bojangles' is saying in its position statement  
17 that this picture alone was sufficient to discharge  
18 Ms. Wolfe why wasn't Ms. Wolfe discharged for the  
19 picture?

20 MR. CHURCH: Objection to the form.

21 A. Ms. Wolfe would not have been immediately terminated  
22 because of the picture because she had already filed a  
23 complaint saying she was being mistreated about her  
24 braids, and we would have been concerned about  
25 retaliation so we would have looked at the context of

1 everything together before we made a final decision.

2 Q. So Bojangles' would not have fired Ms. Wolfe for sending  
3 this picture?

4 MR. CHURCH: Objection to the form.

5 A. I'm not saying that. I'm saying it was subsequent to  
6 another allegation that was already being considered and  
7 so we did not terminate because of the picture. In a  
8 different scenario we could have terminated for that  
9 picture.

10 Q. And at that time, Bojangles' was concerned about a  
11 retaliation claim?

12 MR. CHURCH: Objection to the form.

13 A. Of course. We are always concerned about those.

14 Q. I'm going to have you flip to Exhibit C. And I know we  
15 covered some of this in Jeannine Eubanks' deposition so  
16 I'm just going to run through this really quick --

17 A. Okay.

18 Q. -- with you as a representative of Bojangles'. The  
19 Equal Employment Opportunity policy provided to the EEOC  
20 in Exhibit C to Bojangles' position statement is a  
21 correct reflection of Bojangles' policy, correct?

22 A. That is correct. That's page 7 of the employee  
23 handbook.

24 Q. And that was the policy that was in place in 2012?

25 A. That is correct.

1 full compliance with the law.

2 Q. So Bojangles' continues to assert its Eleventh Defense  
3 as stated in the Answer?

4 A. Yes, ma'am.

5 Q. Does Bojangles' continue to assert its Twelfth Defense  
6 as stated in its Answer?

7 A. (Examines document.) Well, it is interesting to us that  
8 we do have after-acquired evidence that came through  
9 information I believe you provided, maybe in Mr. Wolfe's  
10 -- or maybe it came through in Mr. Wolfe's testimony.  
11 We have since learned since this case was filed that  
12 Mr. Wolfe worked for Family Dollar. I believe he was  
13 terminated from Family Dollar because of some kind of  
14 cash issue.

15 In going back and looking at his application for  
16 employment, he never listed them as an employment  
17 reference, so that was an omission of important  
18 information. And in fact, he lied on the application  
19 and said he was applying for his first job. It's highly  
20 possible we would have never hired Mr. Wolfe had we  
21 known some of the things we know now.

22 Q. What other after-acquired evidence does Bojangles'  
23 intend to produce in support of its defense?

24 A. At this time I believe that's the most crucial.

25 Q. Is that the only after-acquired evidence Bojangles'

# **EXHIBIT I**



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION

Case No. 5:16-cv-00654-BO

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U.S. EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
BOJANGLES' RESTAURANTS, INC., )  
 )  
Defendant. )

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DEPOSITION  
OF  
ELLA RIGGINS

Taken at:

Robinson, Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina

On Wednesday, April 26, 2017

REPORTER: CHRISTINE A. TAYLOR, RPR  
Notary Public

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

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?

1 A. Yes.

2 Q. And it would be your word against Ms. Wolfe's word?

3 MR. JOHNSON: Objection to the form.

4 A. My word and the crew's word because I never told them  
5 that.

6 Q. But you don't have any other evidence beyond your  
7 testimony and the testimony of others; correct?

8 MR. JOHNSON: Objection to the form.

9 A. Repeat that.

10 Q. You have no -- you are able to provide nothing other  
11 than your own testimony that you did not say those  
12 things?

13 A. True.

14 Q. Okay.

15 A. Unless you want me to go get the crew. I mean, I can  
16 find them.

17 Q. Are you able to find Ms. Bowden?

18 A. No.

19 Q. Are you able to find Ms. Locklear?

20 A. Pretty sure somebody can go to her house.

21 Q. Are you able to find Ms. McDonald?

22 A. No.

23 Q. Are you able to find Kiana Cunningham?

24 A. Probably.

25 Q. Okay.

1 A. And the rest of them.

2 Q. Okay. It's true that Ms. Wolfe came into the Owen  
3 Drive restaurant dressed as a female; correct?

4 MR. JOHNSON: Objection to the form.

5 A. Incorrect.

6 Q. So it's your testimony that you have never seen  
7 Ms. Wolfe come into the Owen Drive location dressed as  
8 a female?

9 A. No.

10 Q. Do you deny that in October or November Ms. Wolfe came  
11 into the Owen Drive store in a long wig and dress and  
12 heels?

13 A. Yeah, I deny that.

14 Q. And do you deny making a comment along the lines of  
15 you can't come to the store dressed as a woman to  
16 Ms. Wolfe when she came in dressed as a woman?

17 A. No, that's a lie.

18 Q. Okay. But if Ms. Wolfe says otherwise, you would  
19 disagree with Ms. Wolfe?

20 A. Yes.

21 Q. And it would be your testimony against her testimony?

22 MR. JOHNSON: Objection to the form.

23 A. And whoever else was there.

24 Q. It would be your testimony against her testimony at  
25 this point; correct?

1 MR. JOHNSON: Objection to the form.

2 A. Yes.

3 Q. Okay. At some point Ms. Wolfe was promoted to head  
4 cashier; correct?

5 A. Yes.

6 Q. Did you make the decision to promote Ms. Wolfe to head  
7 cashier?

8 A. Yes.

9 Q. When was Ms. Wolfe promoted to head cashier?

10 A. I don't know.

11 Q. Approximately, how long had Ms. Wolfe been working at  
12 the Owen Drive store before you promoted her to head  
13 cashier?

14 A. Maybe a year.

15 Q. Around the time that Ms. Wolfe was promoted to head  
16 cashier, what did Ms. Wolfe's hair look like?

17 A. A regular fade Afro.

18 Q. Did Ms. Wolfe dye her hair blonde at any time she was  
19 your employee?

20 MR. JOHNSON: Objection to the form.

21 A. No.

22 Q. You deny that Ms. Wolfe dyed her employer blonde when  
23 she was an employee at the Owen Drive store?

24 MR. JOHNSON: Objection to the form.

25 A. Not that I can remember, no. I don't remember blonde



1 dye, no.

2 Q. Did you ever instruct Ms. Wolfe not to dye her hair?

3 A. No.

4 Q. Did you ever have any conversations with Ms. Wolfe  
5 about hair color?

6 A. Yes.

7 Q. When did you have a conversation with Ms. Wolfe about  
8 hair color?

9 A. When he came in with rainbow colors in his hair and I  
10 said it has to be natural colors, neutral colors.

11 Q. What are rainbow colors?

12 A. He had red, yellow, green. It was just rainbows, it  
13 was swirled in his hair.

14 Q. When Ms. Wolfe came in with rainbow colors, was she on  
15 the clock or off the clock?

16 A. On the clock.

17 Q. Did this happen before or after you had promoted her  
18 to head cashier?

19 A. This was before.

20 Q. Did you send Ms. Wolfe home?

21 A. No.

22 Q. You permitted Ms. Wolfe to work?

23 A. He was in the kitchen, yes. And he had a hat on, so  
24 you couldn't see it.

25 Q. Was Ms. Wolfe's hair short at the time?

1 A. Yes.

2 Q. Was it still in what you described as a fade haircut?

3 A. Yes.

4 Q. Did Ms. Wolfe argue with you about the hair situation?

5 A. No.

6 Q. When you say natural colors, what do you mean?

7 A. Colors that you can actually grow.

8 Q. What are those colors?

9 A. Blonde, red, black, brown.

10 Q. Would white be a natural hair color?

11 A. Yes.

12 Q. Did you have any other discussions with Ms. Wolfe  
13 about her hair?

14 A. No. On that day, no.

15 Q. Any other conversations about Ms. Wolfe's hair setting  
16 aside February 21st?

17 A. Oh, no.

18 Q. So if Ms. Wolfe testifies that she dyed her hair  
19 blonde, that you saw it and said to remove the hair  
20 because you are a boy, that's what I expect you to  
21 remain as, you will deny that you said that?

22 MR. JOHNSON: Objection to the form.

23 A. Yes, I would deny that.

24 Q. And it will be your word against Ms. Wolfe's word?

25 MR. JOHNSON: Objection to the form.

1 A. Yes.

2 Q. So we talked a little bit about how when you hired  
3 Ms. Wolfe, you perceived her to be a heterosexual male  
4 but your perception later changed. Do you remember  
5 talking that about that?

6 A. Yes.

7 Q. The perception changed because you saw a picture of  
8 Ms. Wolfe dressed as a woman; correct?

9 A. Yes.

10 Q. Any other reasons why your perception about whether or  
11 not Ms. Wolfe was a heterosexual may have changed?

12 A. No.

13 Q. Did Ms. Wolfe act like a heterosexual man?

14 MR. JOHNSON: Objection to the form.

15 A. Yeah. He just made chicken -- made biscuits.

16 Q. Did Ms. Wolfe speak like a heterosexual man?

17 A. Yes.

18 Q. Did Ms. Wolfe walk like a heterosexual man?

19 MR. JOHNSON: Objection to the form.

20 A. Yes.

21 Q. Did you ever make any comments to Ms. Wolfe about her  
22 mannerisms?

23 A. No.

24 Q. Do you know what a mannerism is?

25 A. No, not really.

1 Q. When I use the term "mannerism," for example, how  
2 someone speaks, how they posture themselves, their  
3 body movements. Is that an okay definition for you to  
4 use?

5 A. Uh-huh.

6 Q. Did you ever make any comments to Ms. Wolfe about her  
7 mannerisms?

8 A. No.

9 Q. So if Ms. Wolfe testifies that you did comment on the  
10 way that she spoke, walked, and carried herself, you  
11 would disagree with that?

12 MR. JOHNSON: Objection to the form.

13 A. Yes.

14 Q. You would disagree with --

15 A. I would disagree.

16 Q. With Ms. Wolfe's testimony?

17 A. Yes.

18 Q. And it would be your word versus her word?

19 MR. JOHNSON: Objection to the form.

20 A. Yes.

21 Q. Okay. Do you deny ever telling Ms. Wolfe that she  
22 needed to look like a man?

23 A. Yes, I deny it.

24 Q. Do you deny ever telling Ms. Wolfe she needs to act  
25 like a man?

1 A. Yes, I deny that.

2 Q. And do you deny telling Ms. Wolfe that she could not  
3 wear makeup?

4 A. No, I never told her that.

5 Q. So -- okay. It's your testimony that you never told  
6 Ms. Wolfe that she can't wear makeup?

7 A. Yes. I've never told him that. He never asked.

8 Q. And you deny telling other employees that they can't  
9 call Ms. Wolfe DD?

10 A. Yes, I deny that.

11 Q. And do you deny telling other employees can't refer to  
12 Ms. Wolfe as she?

13 A. I deny that.

14 Q. And you deny instructing other employees that they  
15 must refer to Ms. Wolfe as Jonathan?

16 A. Say that again.

17 Q. Do you deny instructing that other employees must  
18 refer to Ms. Wolfe as Jonathan?

19 A. I deny instructing others to call him Jonathan, is  
20 that what you're saying?

21 Q. Did you ever instruct another employee that they must  
22 call Ms. Wolfe Jonathan?

23 A. No, I mean, you call him by his name. I didn't tell  
24 them to call him anything.

25 Q. But to you Ms. Wolfe's name was Jonathan?

1 A. Yes.

2 Q. And only Jonathan?

3 A. Yes.

4 MR. JOHNSON: Objection to the form.

5 Q. And you deny telling Ms. Wolfe that you can't come  
6 into the Owen Drive restaurant dressed as a woman?

7 A. Yes, I deny that.

8 Q. Had you heard any employees make comments about  
9 Ms. Wolfe with regard to whether or not she is gay?

10 A. Yes.

11 Q. Who did you hear make comments about Ms. Wolfe?

12 A. I don't know who it was, but this is how I found out  
13 that he was gay.

14 Q. What specifically did you hear?

15 A. They just said that -- they just said a comment to me  
16 like "is that all you hire" because I have a few and I  
17 was like, well, I don't care and I don't know if they  
18 are whenever I hire them. I don't care.

19 Q. Did Ms. Locklear make this comment to you?

20 A. I don't know who it was that made it.

21 Q. How did you respond to this comment?

22 A. What I just said. I said, "I don't know when I hire  
23 them what they are. It don't matter as long as they  
24 work."

25 Q. Did you ever hear anyone referring to Ms. Wolfe as a

1 identity?

2 A. No.

3 Q. Did Ms. Wolfe ever complain to you about Kristen  
4 Bowden making comments to Wolfe along the lines of  
5 pray to God or go to hell?

6 A. No.

7 Q. Did Ms. Wolfe make any comments to you about  
8 Ms. Bowden making comments that were disparaging to  
9 Ms. Wolfe?

10 A. No. I can't remember. I heard about it, but I don't  
11 think Jonathan told me.

12 Q. How did you hear about it?

13 A. I think it was Janice.

14 Q. So Janice told you that Ms. Bowden was making comments  
15 about Ms. Wolfe?

16 MR. JOHNSON: Objection.

17 A. I don't know how it went, but I heard it from Janice.

18 Q. Well, what did you hear from Janice?

19 A. That Kristen said something to Jonathan and he was  
20 upset or something. That's what Janice said, I think.  
21 It was something along that line.

22 Q. Did Janice tell you what Ms. Bowden had said to  
23 Ms. Wolfe to make Ms. Wolfe upset?

24 A. I can't remember. I mean, she may have, I don't know,  
25 but I just didn't remember that. I had a conversation

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,



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.

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

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?

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

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 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"?

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?



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 saw it was Jonathan. So I kept packing and then it  
2 just kept getting louder and louder, but saying the  
3 same thing over and over again. I'm going -- Kristen,  
4 all she had to do was ask me and I'd cut it. It's  
5 just how you talk to people, it's how you talk to  
6 people.

7 Q. Did you know that the person speaking was Jonathan  
8 Wolfe before you looked at the person speaking?

9 A. No.

10 Q. So you didn't recognize Ms. Wolfe by her voice?

11 A. I mean, I really wasn't paying attention, and then as  
12 I'm packing and I'm hearing it over and over again,  
13 then I looked.

14 Q. Was there anything that stood out to you about what  
15 you were hearing?

16 A. Yes. Just how it was just being said over again and  
17 getting louder and just seemed like that when I'm down  
18 there.

19 Q. What happened next?

20 A. I said something like, "Okay, okay. We hear you.  
21 Good. Go to your store," or something like that.  
22 And, I don't know, he said something. I don't know.  
23 And it was just more of a back and forth, you need to  
24 learn -- you should have learned how to talk to people  
25 or something. I was like, okay, just leave my store.

1 No, I can -- I can get something. I can stay here or  
2 whatever. I don't know what he was saying. But it  
3 was just to the point to where I was getting -- I was  
4 getting irritated and I just said, "Just leave my  
5 store, why don't you just take it to your store, just  
6 leave my store." And I said that over and over again.  
7 And he wasn't leaving. He just wanted to keep on.  
8 And I was like, look, this is not what you want to do.  
9 He said, "No, this is not what you want to do." So I  
10 think at some point I got the phone, I don't know if I  
11 was going to push the panic button or I was going to  
12 call Sharon or call the police or what, but I was just  
13 getting -- and then I had customers down there and  
14 then it was just getting hectic. And I think I called  
15 Sharon and I was telling her. She was like, well, is  
16 he still -- just call the police.

17 Q. Did you call the police?

18 A. Once I got off the phone with her, I was calling and  
19 he was leaving.

20 Q. How long was Ms. Wolfe in the Owen Drive restaurant on  
21 February 27th?

22 A. Say about 15 minutes, five minutes talking to Christy  
23 and about ten minutes going back, you know, give or  
24 take.

25 Q. He was going back?

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?

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?

1 refer to Wolfe by a first name other than Jonathan?

2 A. No, just Jonathan.

3 Q. Did Jonathan ever complain to you about your treatment  
4 or anyone else's treatment of him or her on the basis  
5 of gender identity?

6 MS. STEENBERGH: Object to the form.

7 A. No.

8 Q. Never once during the entire period that Wolfe worked  
9 for Bojangles'; is that correct?

10 A. Correct. Not once.

11 MR. JOHNSON: That's all I have. Thank  
12 you.

13 MS. STEENBERGH: No further questions  
14 from me. Thank you for year time.

15 (Whereupon, the foregoing deposition  
16 was concluded at 2:31 p.m. Signature was  
17 reserved.)

18 \* \* \* \* \*

19

20

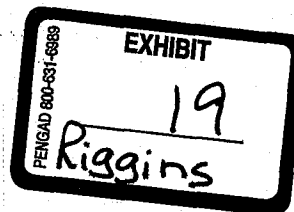
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**BOJANGLES' CREW MEMBER EVALUATION**

DATE: 10-12-12

CREW MEMBER (CM) NAME: <u>Johnathan 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** **Completed**  
**ORIENTATION P.O.C. (Certified on base P.O.C.)**  Yes  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
<b>SECTION 1 TOTAL</b> <i>(If 30 day review, skip sections 2 and 3)</i>	14				

SECTION 2 - P.O.C.'s				
P.O.C. Certifications				
Biscuits	✓	Wrap	✓	✓
Grill	✓	Dining Room	✓	✓
Chicken	✓	Pack	✓	✓
Register (Customer Service)	✓	Coordinating	✓	✓
Star Service	✓			
<b>SECTION 2 TOTAL</b> <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
<b>SECTION 3 TOTAL</b>	4	
<b>EVALUATION TOTAL</b> <i>(Add all shaded areas and enter total here)</i>	34	

Manager Comments: \_\_\_\_\_

Crewperson Comments: \_\_\_\_\_

Johnathan Wolf Elia Riggins Elia Riggins  
 Crewperson Signature Evaluator Signature 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.

**EXHIBIT**  
20  
Riggins

### Employee Status Report

(See reverse side of original for W-4 worksheet)

(See reverse side of carbon copies for checklist and termination codes)

NUMERO DE SEGURO SOCIALE

**EMPLOYEE SOCIAL SECURITY NUMBER**

255 83 1366

Store/Dept No. 274

Store/Location 1901 Ewan drive

PLEASE USE BLACK INK

SUPERVISOR SIGNATURE APPROVAL		DATE
U.D./A.D. <u>[Signature]</u>		<u>10-10-12</u>
RVP _____		_____
Dept. Head _____		_____
H.R. _____		_____

<b>Form W-4</b> Department of the Treasury Internal Revenue Service	<b>Employee's Withholding Allowance Certificate</b>	OMB No. 1545-0010
▶ For Privacy Act and Paperwork Reduction Act Notice, see Page 2.		

1 Type or print full name (Nombre Apellido) <u>Jonathan S Wolfe</u>		2 Your social security number: <u>255 83 1366</u>	
Home address (number and street) (Direccion)		Your date of birth: Month ___ Day ___ Year ___	
City or town, State & Zip Code (Ciudad, Estado,Codigo Postal)		3 Single <input type="checkbox"/> Married <input type="checkbox"/> Married, withhold at higher Single rate <i>Note: If married, but legally separated, or spouse is a nonresident alien, check the single block.</i>	
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. . . . .	<b>5</b>	_____
6 Additional amount, if any, you want deducted from each pay. . . . .	<b>6</b>	\$ _____
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. . . . . <b>7</b> _____		

*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)  
[Signature]

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 <small>Explain Below</small>		#		
<input type="checkbox"/> OTHER CHANGE <small>Explain Below</small>		#		
<input checked="" type="checkbox"/> PAY CHANGE <small>(indicate type)</small>	<u>10/8/12</u>		\$ <u>7.30</u>	\$ <u>7.50</u>
<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 <span style="float: right;"><u>204</u></span>				

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:

<input checked="" type="checkbox"/> HOURLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> SALARIED	(OBTAIN FROM LOCAL H.R.)			

**RACE and GENDER**

<input type="checkbox"/> White	<input type="checkbox"/> Hispanic	<input type="checkbox"/> American Indian/Alaskan Native
<input checked="" type="checkbox"/> Black	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

NEXT REVIEW DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

CG 10/17/12



# **EXHIBIT J**

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

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,  
  
                    Plaintiff,  
  
                    v.  
  
BOJANGLES' RESTAURANTS, INC.,  
  
                    Defendant.

DEPOSITION  
OF  
SHIMIKA SINGLETON

Taken at:

United States Postal Service  
907 Brighton Road  
Fayetteville, North Carolina

On Tuesday, April 4, 2017

REPORTER: K. DENISE NEAL, RPR

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

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 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?

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 Bojangles'?

2 A. Correct.

3 Q. Had you had any conversations about the fact that  
4 Jonathan is transgender while she was employed at  
5 Bojangles'?

6 A. No.

7 MR. CHURCH: Objection to the form.

8 Q. Now, when Jonathan pulled Janice aside like you were  
9 describing, did you just see that happen once, more  
10 than once?

11 A. Just once.

12 Q. Could you overhear the conversation they were having?

13 A. No.

14 Q. Did Jonathan tell you about the conversation they had?

15 A. No.

16 Q. And you stated that Jonathan had told you she had  
17 applied to transfer to the Raeford Road location?

18 A. Yes.

19 Q. Do you know specifically which -- is there more than  
20 one location on Raeford Road?

21 A. I believe it's just that one on Raeford Road.

22 Q. Okay. When did Jonathan tell you that she wanted to  
23 transfer?

24 A. I really can't give you a date, but I know it was well  
25 before February the 27th because I believe Jonathan



1 was moving and Raeford Road would have been closer for  
2 him to walk to get to work than Owen Drive at that  
3 time.

4 Q. Maybe can you put any type of time estimate on it? A  
5 few months, more than six months?

6 A. I'm going to say it was -- I'm going to give it at  
7 least a month.

8 Q. Okay. Did Jonathan tell you where she was going to  
9 move to?

10 A. No.

11 Q. Do you know whether or not Jonathan moved to the  
12 location that was closer to the Raeford Road store?

13 A. I really don't know because I don't recall me asking  
14 him anything because he was still working at the  
15 store. So I don't recall me asking him anything about  
16 his moving.

17 Q. So you don't know where Jonathan was intending to  
18 move?

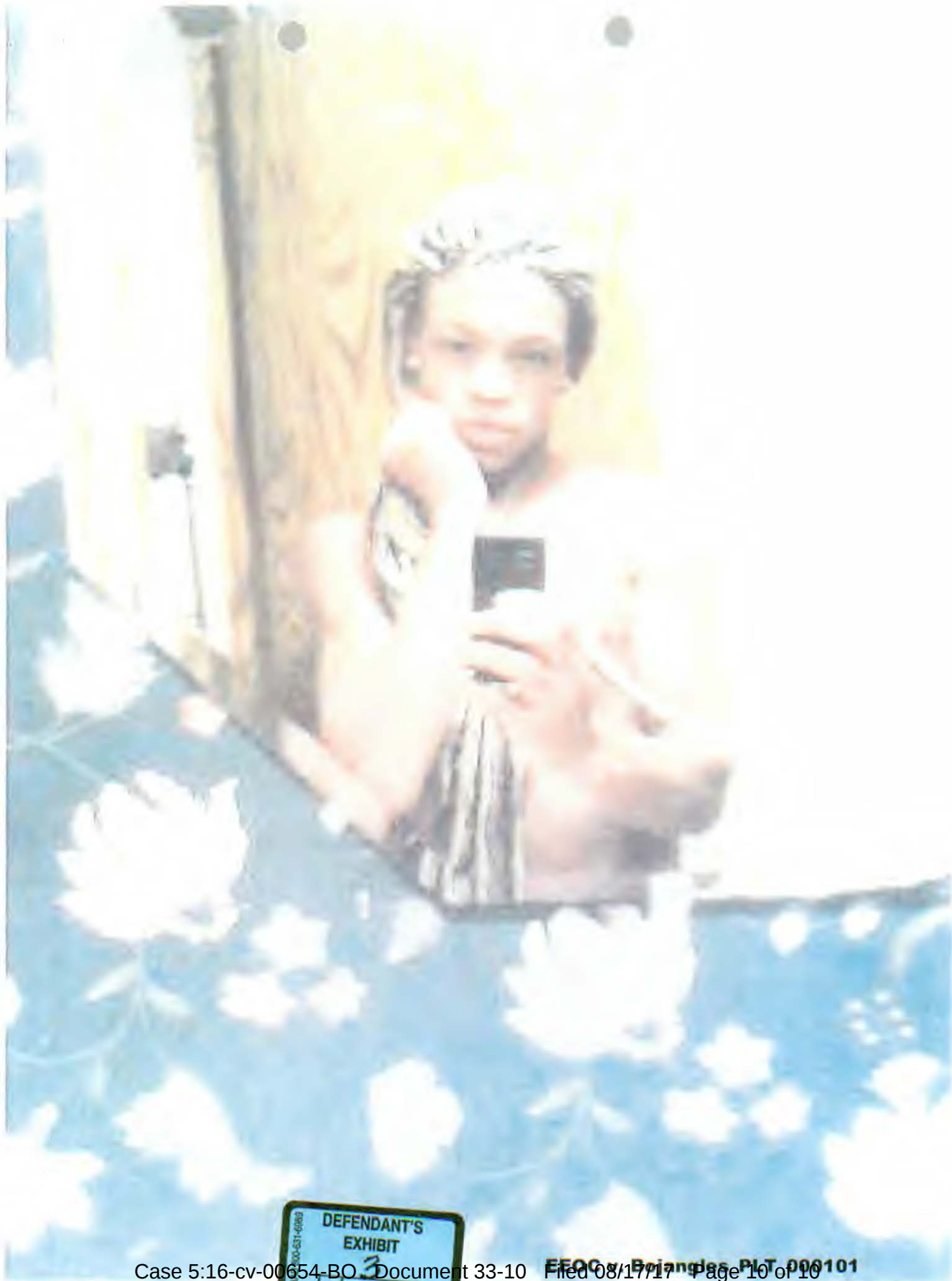
19 A. No.

20 Q. And you don't know whether or not she actually moved  
21 to that location?

22 A. No.

23 Q. And you don't know whether or not she moved to a  
24 different location?

25 MR. CHURCH: Objection to the form.



DEFENDANT'S  
EXHIBIT  
3  
4/4/17 KDA