

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

EASTERN DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANS.
OCT 14 1999
JAMES W. McCONLEY, CLE
By: *[Signature]*
DEP. CL

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
THE CAJUN COMPANY, INC.,)
)
Defendant.)

CIVIL ACTION NO.

H-C-98-008

CONSENT DECREE

This lawsuit was filed January 28, 1998 by the Equal Employment Opportunity Commission (EEOC) against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). The Complaint in the lawsuit claims that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race.

EEOC and Cajun Company have agreed to this consent decree to settle all of the claims involved in this lawsuit.

The Court has reviewed the terms of this decree in light of the applicable laws and regulations, and hereby approves this decree. **THEREFORE**, it is hereby

ORDERED:

I. JURISDICTION

The United States District Court for the Eastern District of Arkansas, Eastern Division, has jurisdiction over the parties and subject matter of this lawsuit, and will retain jurisdiction over this decree for purposes of enforcement and dispute resolution.

II. DISCLAIMER

Neither the negotiation of or agreement to this decree is an admission or acknowledgment by Cajun Company that any of its employees, officers, directors, or agents have violated Title VII.

III. DURATION OF DECREE

This decree will be binding on the parties to this lawsuit for three years after the date of its entry by the Court.

IV. INJUNCTIVE RELIEF

Cajun Company, its supervisors, managers, officers, directors, agents, and successors are enjoined from discriminating against employees because of their race.

V. INDIVIDUAL REMEDIES

Cajun Company will pay Anthony Adams \$10,000.00. Cajun Company will send the payment to Mr. Adams to:

Anthony Adams
P.O. Box 416/B
Barataria, LA 70036

within ten days after receiving:

1. A copy of this decree after its entry by the Court; and
2. The Release attached to this decree signed by Mr. Adams.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to:

Carson L. Owen, Senior Trial Attorney
Equal Employment Opportunity Commission
1407 Union Ave., Suite 621
Memphis, TN 38104.

Cajun Company will pay Willard Coleman \$10,000.00. Cajun Company will send the payment to Mr. Coleman to:

Willard Coleman
Route 1, Box 222
Holly Grove, AR 72069

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Coleman.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Nathan Davis \$40,000.00. Cajun Company will send the payment to Mr. Davis to:

Nathan Davis
1061 Georgia Ave.
Port Allen, LA 70767

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Davis.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Michael Houston \$2,000.00. Cajun Company will send the payment to Mr. Houston to:

Michael Houston
P.O. Box 328
Fayette, MS 39069

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Houston.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Farrel Isom \$2,000.00. Cajun Company will send the payment to Mr. Isom to:

Farrel Isom
12812 Maple Street
Vacherie, LA 70090

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Isom.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Bruce Jacobs \$23,000.00. Cajun Company will send the payment to Mr. Jacobs to:

Bruce Jacobs
P.O. Box 1953
Harvey, LA 70059-1953

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Jacobs.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Herbert Jenkins \$23,000.00. Cajun Company will send the payment to Mr. Jenkins to:

Herbert Jenkins
P.O. Box 679
Boutte, LA 70039

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Jenkins.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Rickey Lee \$60,000.00. Cajun Company will send the payment to Mr. Lee to:

Rickey Lee, No. 610558
S.W.A.C.P.C.
Texarkana, AR 71854

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Lee.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Renard Markee \$70,000.00. Cajun Company will send the payment to Mr. Markee to:

Renard Markee
P.O. Box 835
Boutte, LA 70039

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Markee.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Charles Roberts \$40,000.00. Cajun Company will send the payment to Mr. Roberts to:

Charles Roberts
312 Travis Dr.
Avondale, LA 70094

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Roberts.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Martin Smith \$65,000.00. Cajun Company will send the payment to Mr. Smith to:

Martin Smith
10844 Alco Ave., Apt. B
Baton Rouge, LA 70816

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this decree signed by Mr. Smith.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

Cajun Company will pay Victor Winston \$5,000.00. Cajun Company will send the payment to Mr. Winston to:

Victor Winston
1910 West 30th
Pine Bluff, AR 71603

within ten days after receiving:

1. A copy of this decree after its entry by the Court: and
2. The Release attached to this Decree signed by Mr. Winston.

A copy of the check (front and back), and of the payment transmittal, will be mailed at the same time to Carson Owen at the address shown above.

VI. POSTING OF NOTICE

Cajun Company will post the notice attached to this decree for thirty days in conspicuous places at each of its job sites where notices to employees are customarily posted. Within ten days after the entry of this decree Cajun Company will send a letter to Carson Owen, at the address indicated above, verifying that the notice has been posted.

VII. POLICY PROHIBITING RACIAL HARASSMENT

Cajun Company has a policy prohibiting racial harassment which includes a procedure for communicating the policy to employees and a procedure for reporting and investigating complaints alleging racial harassment.

VIII. TRAINING

Cajun Company has trained all of its supervisory and management employees, including foremen, in the prohibitions of the federal employment discrimination laws and Cajun Company's policy prohibiting racial harassment.

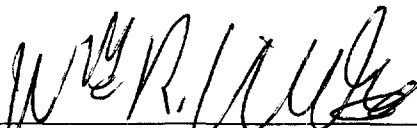
IX. REPORTING

Cajun Company will submit a report to Carson L. Owen, at the address indicated above, six months after the entry of this decree, and every six months thereafter during the duration of this decree. Each report will describe all complaints received from employees concerning racial language or conduct at work, including the name, home address, and home telephone number of each employee who complained, the nature of the complaint, what action, if any, was taken in response to the complaint, and if no action was taken an explanation of why no action was taken. With the first report, Cajun Company will submit a copy of the curriculum for its training program.

X. ATTORNEY'S FEES AND COSTS

EEOC and Cajun Company will each bear its own attorneys' fees and costs incurred in this action.

SO ORDERED this 13th day of October, 1999.



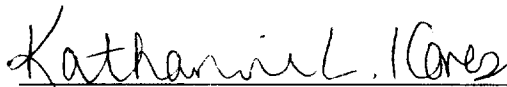
WILLIAM R. WILSON, JR.
UNITED STATES DISTRICT JUDGE

Consented to on behalf of the respective parties:

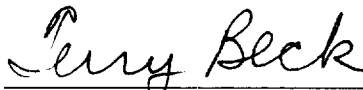
FOR PLAINTIFF EEOC:

C. GREGORY STEWART
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel



KATHARINE W. KORES
Regional Attorney




TERRY BECK
Supervisory Trial Attorney



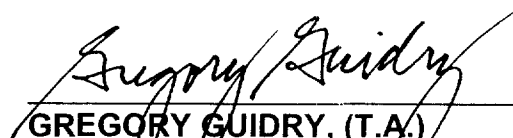
CARSON L. OWEN
Senior Trial Attorney

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**
1407 Union Avenue, Suite 621
Memphis, Tennessee 38104
Telephone No. (901) 544-0133

FOR DEFENDANT:



E. F. DUHE, JR., President
THE CAJUN COMPANY, INC.



GREGORY GUIDRY, (T.A.)
MARIA F. MANUEL
ONEBANE, BERNARD, TORIAN, DIAZ,
McNAMARA & ABELL
102 Versailles, Suite 600
P.O. Box 3507
Lafayette, LA 70507-3507
Telephone No. (318) 237-2660

ATTORNEYS FOR DEFENDANT

Local Counsel:

**LASER, WILSON, BUFFORD
& WATTS, P.A.**
101 South Spring Street, Suite 300
Little Rock, Ar 72201-2488
Telephone No. (501) 376-2981
I.D. No. 72014

RELEASE OF ANTHONY ADAMS

I, Anthony Adams, P.O. Box 416/B, Barataria, LA 70036, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$10,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$10,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Anthony Adams

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF WILLARD COLEMAN

I, Willard Coleman, Route 1, Box 222, Holly Grove, AR 72069, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$10,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$10,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Willard Coleman

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF NATHAN DAVIS

I, Nathan Davis, 1061 Georgia Ave., Port Allen, LA 70767, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$40,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$40,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Nathan Davis

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF MICHAEL HOUSTON

I, Michael Houston, P.O. Box 328, Fayette, MS 39069, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$2,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$2,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Michael Houston

Subscribed and sworn to before me

this ____ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF FARREL ISOM

I, Farrel Isom, 12812 Maple Street, Vacherie, LA 70090, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$2,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$2,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Farrel Isom

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF BRUCE JACOBS

I, Bruce Jacobs, P.O. Box 1953, Harvey, LA 70059-1953, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$23,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$23,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Bruce Jacobs

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF HERBERT JENKINS

I, Herbert Jenkins, P.O. Box 679, Boutte, LA 70039, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$23,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$23,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Herbert Jenkins

Subscribed and sworn to before me

this ____ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF RICKEY LEE

I, Rickey Lee, No. 610558, S.W.A.C.P.C., Texarkana, AR 71854, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$60,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$60,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Rickey Lee

Subscribed and sworn to before me

this ____ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF RENARD MARKEE

I, Renard Markee, P.O. Box 835, Boutte, LA 70039, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$70,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$70,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Renard Markee

Subscribed and sworn to before me

this ____ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF CHARLES ROBERTS

I, Charles Roberts, 312 Travis Dr., Avondale, LA 70094, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$40,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$40,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Charles Roberts

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF MARTIN SMITH

I, Martin Smith, 10844 Alco Ave., Apt. B, Baton Rouge, LA 70816, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$65,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$65,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Martin Smith

Subscribed and sworn to before me

this ____ day of _____, 1999.

Notary Public

My commission expires _____.

RELEASE OF VICTOR WINSTON

I, Victor Winston, 1910 West 30th, Pine Bluff, AR 71603, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against The Cajun Company, Inc. (Cajun Company) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). I understand that EEOC claims in the lawsuit that Cajun Company racially harassed Black employees because of their race, subjected Black employees to different terms and conditions of employment because of their race, and constructively discharged Black employees because of their race. I understand that Cajun Company denies that any racial harassment or other racial discrimination occurred. I understand that a settlement has been agreed to by EEOC and Cajun Company, and that as part of that settlement I will be paid \$5,000.00 by Cajun Company. In consideration for receiving this amount of money from Cajun Company, I hereby release Cajun Company from any claims that Cajun Company racially harassed me, subjected me to different terms and conditions of employment because of my race, or constructively discharged me because of my race. I understand that the \$5,000.00 is being paid to me and accepted by me in settlement of all such claims.

I have read this release, I understand it, and I have voluntarily signed it. I have been given the opportunity to consult with an attorney before signing this release.

Victor Winston

Subscribed and sworn to before me

this ___ day of _____, 1999.

Notary Public

My commission expires _____.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Memphis District Office

1407 Union Avenue, Suite 621
Memphis, TN 38104
(901) 544-0115
TTY (901) 544-0112
FAX (901) 544-0111

NOTICE

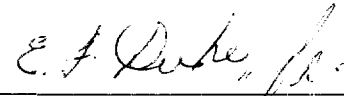
This Notice is being posted as part of a settlement agreement between The Cajun Company, Inc. (Cajun Company) and the United States Equal Employment Opportunity Commission (EEOC).

EEOC enforces Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Age Discrimination in Employment Act; the Equal Pay Act; sections of the Civil Rights Act of 1991; and Title I of the Americans With Disabilities Act, which prohibits discrimination against people with disabilities.

Cajun Company supports and will comply with these Federal laws in all respects, and will not take any action against employees or applicants for employment because they have exercised their rights under the law by complaining about discrimination or by filing a discrimination charge with EEOC.

A former employee of ours filed a discrimination charge with EEOC complaining about being subjected to racial harassment and racial discrimination by one of our foremen. EEOC filed a lawsuit against us in which it claimed that a number of Black employees had been racially harassed and discriminated against by the foreman. The foreman is no longer employed by our company. Settlement amounts have been paid to each of the Black employees EEOC claims were discriminated against. The settlement was not an admission of liability by Cajun Company, but rather was made to amicably resolve the matter with EEOC. We have a strong policy prohibiting racial harassment and racial discrimination, and each of you received a copy of that policy.

Any employee who we find has engaged in racial harassment or racial discrimination will be disciplined or discharged.



E. F. Duhe', Jr., President
The Cajun Company, Inc.

UNITED STATES DISTRICT COURT
Eastern District of Arkansas
U.S. Post Office & Court House
600 West Capitol, Suite 402
Little Rock, Arkansas 72201-3325

October 14, 1999

* * MAILING CERTIFICATE OF CLERK * *

Re: 2:98-cv-00008.

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