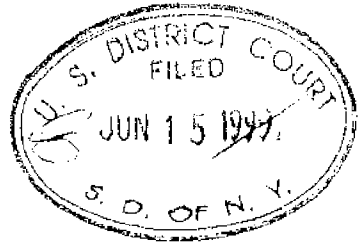


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UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK
 ----- x
 EQUAL EMPLOYMENT OPPORTUNITY :
 COMMISSION, :
 Plaintiff, :
 :
 v. :
 :
 :
 SIDNEY FRANK IMPORTING CO. :
 INC. and ALL STATE PROMOTIONS :
 INC. :
 :
 Defendants. :
 ----- x

CIVIL ACTION NO.
97 Civ. 3722 (SHS)

CONSENT DECREE

This Consent Decree is made and entered into by and between the Equal Employment Opportunity Commission (hereinafter the "EEOC" or "Commission") and Sidney Frank Importing Co. Inc. and All State Promotions Inc. (hereinafter "SFIC") (the EEOC and SFIC are collectively referred to herein as "the Parties").

On May 22, 1997, the Commission initiated suit against SFIC in the United States District Court for the Southern District of New York, Civil Action No. 97-3722 based upon Charges filed by Patrice Chase, Charge nos. 14C960268 and 14C960269 and Desiree Jagers Charge no. 160-96-0278 ("the Charges").

EEOC's Complaint alleges that SFIC violated Title VII of the Civil Rights Act of 1964, as amended, and Title I of the 1991 Civil Rights Act (collectively, "Title VII") by subjecting Patrice Chase and other present and former employees to unlawful sexual

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harassment and retaliatory conduct, and by failing to prevent or remedy such unlawful conduct by various third parties.

EEOC's Complaint further alleges that SFIC engaged in a pattern of harassment and retaliation by requiring all employees to sign a restrictive arbitration agreement whereby the employees expressly relinquished compensatory and punitive damages and the right to a jury.

On August 29, 1997, SFIC filed an Answer and Affirmative Defenses to the EEOC's Complaint.

In the interest of resolving this matter, and as a result of comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. By agreeing to this Decree, SFIC does not admit, but denies, that it violated Title VII. This Decree does not constitute an adjudication and/or finding on the merits of the case, and shall not be used as evidence of liability, res judicata, or collateral estoppel in any other legal proceeding against SFIC.

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

1. The Consent Decree resolves all issues in the Charges and the Complaint filed in this action and constitutes a complete resolution of all claims that were made as part of the Complaint.

2. The Parties agree that this Court has jurisdiction of the subject matter of this action and of the Parties for the duration of this agreement, that venue is proper, and that all administrative prerequisites have been met.

3. The Parties agree that this Consent Decree constitutes the complete agreement between the EEOC and SFIC with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this decree and approved by the Court or ordered by the Court; except that the Parties may mutually agree to modify the procedures in paragraphs 6 through 11 without approval of the Court.

4. The Consent Decree shall continue in force and effect for a period of three (3) years from entry of the Decree, and will expire three (3) years from the date of entry. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing the Decree under the procedures in paragraph 25 herein. No claimant shall have the right to bring an enforcement action in regard to this Decree.

5. SFIC agrees to abide by the requirements of Title VII. SFIC further agrees not to discriminate or retaliate against any person alleging harassment, filing a charge, giving testimony or assistance or participating in any manner in this lawsuit or in an investigation of such allegations.

Sexual Harassment Policy and Training

6. SFIC agrees to post and keep posted in conspicuous places on its premises for the duration of this Consent Decree the Posting pertaining to the application of Title VII as prescribed by the Commission and attached as Exhibit A.

7. SFIC shall maintain its Policy Against Sexual Harassment and Discrimination (the "Policy"), last revised in July 1998, with the following modifications: (a) SFIC will change the name of its in-house "Equal Employment Opportunity Committee" to the "Fair Employment Practice Committee" to avoid confusion of identity with EEOC and; (b) individuals complaining of discrimination or harassment are given the option of providing a verbal or written report. A copy of the revised Policy containing the changes conforming to the requirements of this paragraph is annexed hereto as Exhibit B.

8. SFIC shall maintain its Policy as modified above and shall issue the modified Policy to all employees within thirty (30) days of the entry of this Decree. In the event that SFIC should wish to modify the Policy during the term of the Decree it shall do so only after submitting a substitute policy to the EEOC for approval and receiving such approval in writing.

9. SFIC agrees to provide all employees with a copy of the Policy or any revised Policy approved by the EEOC pursuant to this decree. SFIC further agrees to advise all new employees that any complaints of sexual harassment should be reported in accordance with the Policy. SFIC agrees to advise all employees that

complaints of harassment or other forms of discrimination will not adversely affect promotional opportunities, assignment of work or any other terms and conditions of employment.

10. The training SFIC provided to all of its supervisors and managers in January and February, 1999 regarding Title VII is an example of training that meets the affirmative needs of future compliance required to resolve this case. SFIC also agrees to provide training regarding Title VII to all new managers or supervisors who did not receive the above training. The EEOC agrees that training for new managers and supervisors required under this paragraph may be conducted through the auspices of Cornell University's School of Industrial and Labor Relations. SFIC agrees that all such training shall be given within six (6) months of an employee being placed in a management or supervisory position.

11. SFIC agrees to provide training to its employees regarding sexual harassment by customers or employees of other entities. SFIC agrees to investigate and, if warranted, take prompt remedial action in the event of any complaint of such harassment, which action will include, where appropriate, termination of its business relationship with the customer or employees of the promotion site.

Monetary Relief

12. SFIC will pay the sum of \$2,600,000.00 in damages to the claimants. This payment is to be called the Claims Fund. This

payment is to be divided among all eligible claimants based upon a schedule that EEOC will provide SFIC. SFIC will prepare and tender the award checks in accordance with the provisions hereafter noted. Within ten (10) days of the Court's approval of Exhibit C, the entire sum shall be placed in an interest-bearing account for the benefit of the claimants qualified for monetary relief. Should any earned interest on this interest-bearing account for the Claims Fund not be distributed to claimants, it shall be used by SFIC to pay for sexual harassment training for managers, supervisors and employees. SFIC will issue checks after the Consent Decree is finalized by the Court, subject to the fairness hearing detailed in Exhibit C. The Parties agree that no award shall be issued to any claimant under this Decree until SFIC receives a duly executed release of claims that were subject to this action in the form attached as Exhibit D.

13. The parties agree that eligible claimants shall be those individuals who were employed by SFIC between July 1, 1993 and the date of the Court's approval of Exhibit C (the "Claim Period") who submit evidence credible to EEOC that subsequent to July 1, 1993, that they were subjected to sexual harassment or retaliation.

14. Within two weeks of the Court's approval of Exhibit C, the EEOC shall provide notice via letter to all eligible claimants that a settlement has been reached between SFIC and the EEOC and that monetary damages exist for eligible claimants. Employees and former employees shall be advised that, if they wish to make application for an award, they must do so in a writing mailed to

the Legal Unit of EEOC, New York District Office not later than eight weeks after the date of the mailing of Exhibit E. The notice shall provide that SFIC shall take no adverse action against any employees or former employees for filing such an application. A copy of such notice is attached as Exhibit E. EEOC will provide SFIC with the final list of claimants after the eight week period has ended that will all claimants.

15. The Claims Fund shall be divided among those persons described in paragraph 13. Based upon the evidence provided by the qualified claimants, EEOC shall award appropriate monetary relief which will consist of compensatory damages. EEOC shall divide the entire Claims Fund among the claimants. Subject to paragraph 12, no portion of the fund shall remit to SFIC. Because of the nature of the harm, all of the money awarded will be considered compensatory damages for emotional distress. None of the money will be considered wages within the meaning of Sections 3121(a), 3306(b) and 3401(a) of the Internal Revenue Code of 1986. None of the amounts paid to claimants shall be for punitive damages. Claimants shall be responsible for any federal, state, local income tax and employee social security taxes that are due on payments made to them from the Claims Fund.

Settlement Agreements

16. SFIC agrees that for the duration of the Consent Decree any settlement agreements it enters into shall not use any language that prohibits a party from filing a charge with the EEOC,

voluntarily cooperating in an EEOC investigation as a witness or aggrieved individual or providing information to EEOC regarding SFIC employment practices. SFIC further agrees that it will not retaliate in any way against an individual who signs such a settlement agreement and subsequently files a charge or cooperates with the EEOC or other government agency.

Arbitration Agreements

17. SFIC agrees that it shall revoke its agreements to arbitrate with all of its employees within 30 days of the entry of this Decree. This revocation will be communicated to all SFIC employees.

18. SFIC agrees that any alternative dispute resolution agreements it enters into with its employees will be voluntary and will include all substantive rights afforded under Title VII, including compensatory damages, punitive damages, interest on backpay, attorney's fees and front pay.

Reporting

19. Within sixty (60) days of the entry of this Consent Decree, SFIC shall provide the Legal Unit of EEOC, New York District Office with a listing of all managers and supervisors who have received the training described in paragraph 10. Thereafter, on a semi-annual basis beginning on July 1, 1999, and for the duration of this Consent Decree, SFIC shall provide the Legal Unit of EEOC, New York District Office with a listing of all managers and supervisors receiving the training described in paragraph 10,

the date the individual was placed in a management or supervisory position, and the date of the training.

20. For the duration of this Decree, on an annual basis beginning July 1, 1999, SFIC shall provide the Legal Unit of EEOC, New York District Office with information on any verbal or written sexual harassment complaints received during the preceding year. SFIC shall provide to the Legal Unit of EEOC, New York District Office the name of the complainant, the name of the alleged harasser, the results of any investigation of the complaint, and remedial action, if taken by SFIC. All such information provided by SFIC on any such complaint shall be held in strict confidence by the EEOC as required pursuant to 42 U.S.C. 2000e-8(e) and 29 C.F.R. § 1601.22 unless litigation is subsequently commenced on that complaint.

21. SFIC shall provide the Legal Unit of EEOC, New York District Office with verification of all monetary payments made pursuant to paragraph 12, in accordance with the provisions of that paragraph.

22. SFIC shall provide the Legal Unit of EEOC, New York District Office with copies of all notices sent out by it pursuant to this Decree.

Duration and Miscellaneous Provisions

23. The effective date of this Decree shall be its date of entry as an order of the Court.

24. This Decree is final and binding upon the Parties, their

successors and assigns.

25. No party shall contest the validity of this Consent Decree nor the jurisdiction of the Federal District Court to enforce this Consent Decree and its terms or the right of any party to bring an enforcement action upon breach of any term of this decree by any party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that SFIC fails to perform the promises and representations contained herein. If the EEOC determines that SFIC has not complied with the terms of this Consent Decree it shall give SFIC thirty (30) days from the receipt of written notice to cure any noncompliance. EEOC will specify the nature of the noncompliance. If the parties are unable to resolve the dispute, EEOC may seek to enforce the Decree by application to the Court. The Court shall retain jurisdiction over any such proceeding arising from an act, or failure to act, occurring during the duration of this Consent Decree.

26. The Parties shall each pay their own costs and attorney fees associated with this action.

27. This Decree may be executed in one or more counterparts each executed copy shall be deemed an original which shall be

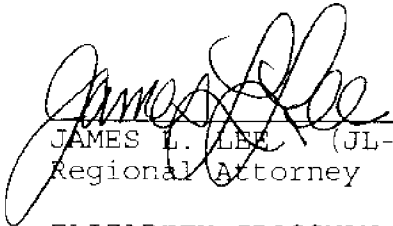
binding on the Parties.

SO ORDERED, ADJUDGED AND DECREED this _____ day of
_____, 1999.

UNITED STATES DISTRICT JUDGE
SIDNEY H. STEIN

Agreed to in form and content:

FOR THE PLAINTIFF


JAMES L. LEE (JL-1955)
Regional Attorney

ELIZABETH GROSSMAN (EG-2478)
Supervisory Trial Attorney

LOUIS GRAZIANO (LG-0530)
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
7 World Trade Center
18th Floor
New York, New York 10048
(212) 748-8512

FOR THE DEFENDANT

SIDNEY FRANK IMPORTING CO. INC

FOR THE DEFENDANT

ALL STATE PROMOTIONS INC.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

7 World Trade Center, 18th Floor
New York, New York 10048-1102
Phone: (212) 748-8500
General FAX: (212) 748-8464
Legal FAX: (212) 748-8465

NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE

1. This NOTICE is being posted pursuant to a Consent Decree between Sidney Frank Importing Co. Inc. and All State Promotions Inc. (hereinafter "SFIC") and the Equal Employment Opportunity Commission (hereinafter the "EEOC" or "Commission") in the enforcement action filed in the United States District Court as Equal Employment Opportunity Commission v. Sidney Frank Importing Co. Inc. and All State Promotions Inc., Civil Action No.97 Civ.3722 (SDNY).
2. Federal law, Title VII of the Civil Rights Act of 1964, as amended, requires that there be no discrimination against any employee because of that person's sex, race, color, religion or national origin with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
3. Title VII also prohibits sexual harassment as well as harassment based on the other characteristics listed above. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
 - such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.
4. SFIC agrees that all employment practices and all terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of sex in violation of Title VII of the Civil Rights Act of 1964, as amended. SFIC specifically agrees that it will follow the SFIC Policy Against Employment Discrimination and Sexual Harassment. A copy of this policy is attached. This policy provides procedures to prevent and report illegal sexual harassment in the workplace whether at SFIC locations or at promotions and applies to harassment by an employee of SFIC or a third party.

5. SFIC agrees that it will not discriminate or retaliate against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge of discrimination, giving of testimony or assistance or participating in any manner in an investigation, proceeding or hearing under Title VII.
6. SFIC agrees to abandon and no longer enforce any agreement entered into with any employees to arbitrate any claims of employment discrimination prior to the entry of the Consent Decree. Any employee or former employee is no longer bound by any such agreements.
7. This notice shall remain posted for the duration of the Consent Decree, until , and shall not be altered or removed until that time.

SIGNED this day of , 1999

John R. Frank Exec. V.P.
Sidney Frank Importing Co. Inc.

Debra Lynn Casen, Secretary
All State Promotions Inc.

POLICY AGAINST EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT

Sidney Frank Importing Co., Inc. ("SFIC") and All State Promotions, Inc. ("ASP") endeavor to maintain a cooperative and business-like working environment for all employees. SFIC and ASP neither condone nor tolerate discrimination or harassment on the basis of any legally protected status. In particular, SFIC and ASP prohibit discrimination against and harassment of employees or applicants by other employees, supervisors, members of management, or by others who may have business either directly or indirectly with SFIC or ASP.

Discriminatory and harassing conduct is unacceptable both in the work place and at SFIC and ASP sponsored events such as business trips, promotions, training programs and business-related social activities.

Conduct prohibited by this policy includes any verbal or physical conduct that may reasonably be perceived as denigrating or showing hostility or aversion towards an individual because of the individual's race, color, religion, gender, national origin, age, disability, or other status protected by law, or because of the protected status of the individual's relatives, friends or associates.

Sexual harassment deserves special mention. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

Sexual harassment may involve persons of the same or different genders and includes many forms of unwelcome, offensive behavior, such as:

- unwelcome sexual advances;
- physical contact including touching, grabbing, patting, pinching or brushing against another's body or impeding another's movement;
- verbal conduct including requests, demands, discussions, derogatory comments, epithets, slurs or jokes that are either gender-based or of a sexual nature, sex-oriented kidding, teasing or jokes, repeated offensive sexual flirtations, advances or propositions and obscene or sexually-oriented language or gestures, whether any of these actions are face-to-face, in writing or on the telephone;
- visual conduct including leering, sexual or obscene gestures or the display of sexually suggestive objects, pictures, or cartoons, or other materials, where the conduct creates an intimidating, hostile or offensive working environment;
- offering or withholding employment or employment benefits in exchange for sexual favors.

Sexual conduct is considered harassment only when it is unwelcome. This inquiry often involves an assessment of whether the recipient made it known that the conduct was unwelcome. Employees subjected to unwelcome sexual conduct, therefore, are encouraged to: (i) inform the perpetrator that the conduct is considered offensive and should stop, and/or (ii) initiate the internal complaint procedure described below.

Neither SFIC nor ASP expects that any employee should suffer sexual harassment or other conduct prohibited by this policy while working. Therefore, this policy hereby instructs and authorizes all SFIC and ASP employees immediately to leave any work place, business trip, promotional event, training program or business-related social activity where the employee believes such conduct is taking place. SFIC and ASP will pay any employee leaving work under this policy the full sum the employee would have received if he or she had remained at the event.

SFIC and ASP expect their employees to report all perceived incidents of employment discrimination prohibited by this policy, including sexual harassment, regardless of the offender's identity or position. Employment discrimination including sexual harassment is prohibited by this SFIC and ASP policy. It is also a violation of SFIC and ASP policy to retaliate against an employee because the employee has complained about employment discrimination or sexual harassment or participated in an investigation, proceeding or hearing based on such a complaint. SFIC and ASP will take immediate and appropriate corrective action if such sexual harassment or such retaliation occurs, including taking appropriate disciplinary action against anyone who engages in harassing or retaliatory conduct.

It is the responsibility of every SFIC and ASP employee to avoid any behavior that could reasonably be interpreted as harassment prohibited by this policy. Any employee who believes that he or she has experienced or witnessed conduct that is inconsistent with this Policy has a responsibility to report that conduct immediately through one or more of the channels set forth below.

There is a company procedure for handling complaints of employment discrimination including sexual harassment. Persons who believe they have been discriminated against or harassed and persons who believe they have witnessed discriminatory or sexually harassing conduct should immediately report such incidents to their immediate supervisor or to a member of the companies' Fair Employment Practice Committee, which consists of:

- Ann M. Quigley, Chief Counsel of SFIC (914-633-5630 or 800-946-4646, pin no. 142-5193);
- Debra Posen, the companies' Director of Equal Employment Opportunity (914-633-1380 or 800-946-4646, pin no. 182-1075).

Alternatively, sexual harassment may be reported to:

- REACH, Inc., a company retained by SFIC and ASP to receive such complaints 24 hours a day, every day of the year, at 888-USA-SFIC (888-872-7342). The REACH 888 toll-free number will be answered by a REACH employee trained in employment counseling who is authorized by SFIC and ASP to give the individual initiating the telephone call advice appropriate to the circumstances of the incident.

REACH will also make a written report on the incident to SFIC and/or ASP on the next business day following receipt of the call.

Individuals who are the victims of and individuals who witness incidents of employment discrimination prohibited by this policy, including sexual harassment, are encouraged to send a written report describing the incident to Debra Posen, the companies' Director of Equal Employment Opportunity.

A prompt, thorough and objective investigation of any employment discrimination complaint, including sexual harassment complaints, will be conducted by the companies. In the event the person accused of conduct prohibited by this policy is a member of senior management, an investigation of the incident will be conducted by a law firm specifically retained by SFIC and ASP to investigate such complaints. Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment or other conduct prohibited by this policy. Investigations of employment discrimination complaints, including complaints concerning sexual harassment, will be treated with the confidentiality appropriate under the circumstances in light of the personal nature of these matters and the privacy interests of all concerned. Corrective action may include, but is not limited to, counseling, reassignment and/or discipline up to and including discharge of the offending employee. SFIC and ASP will not permit anyone who objects to, makes a complaint about or assists in any investigation concerning discrimination prohibited by this policy, including sexual harassment, to be subjected to coercion, intimidation, interference or retaliation.

Employees who have made a complaint addressed by this procedure should immediately make an additional complaint should any retaliation or further employment discrimination, including sexual harassment, occur. Questions concerning this policy should be directed to any of the members of the companies' Fair Employment Practice Committee identified above.

I, _____, hereby
(Print Name)

acknowledge that I received a copy of and read the Policy Against
Employment Discrimination and Sexual Harassment of Sidney Frank
Importing Co., Inc. and All State Promotions, Inc. on
_____, that I understand the Policy and
agree to comply with it.

(Signature)

(Date)

follows:

(a) Within fourteen (14) days of the entry of this Order, the Notice appended hereto as Attachment A shall be mailed, to each claimant.

(b) After completion of this notice procedure, EEOC will inform the Court.

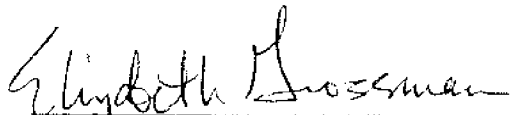
2. On October 15, 1999 at 2 p.m., a hearing shall be held at which claimants shall have an opportunity to be heard regarding their written objections, if any, to the distribution of the damages. Written objections shall be filed no later than fourteen (14) days prior to the date set for the hearing. Persons who do not file timely written objections shall not be permitted to make an oral presentation at the scheduled hearing. The parties shall file their written response to the written and oral objections within ten (10) after the hearing.

3. After the hearing is concluded, the Court will approve or disapprove the method of distributing the damages.

Dated: New York New York
, 1999

Dated: New York, New York
, 1999

FOR THE PLAINTIFF

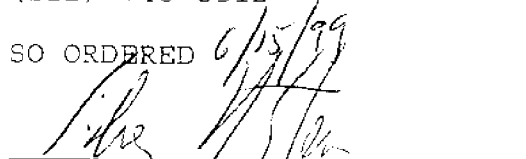

JAMES L. LEE (JL-1955)
Regional Attorney

ELIZABETH GROSSMAN (EG-2478)
Supervisory Trial Attorney

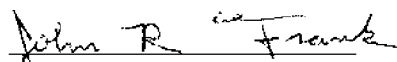
LOUIS GRAZIANO (LG-0530)
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
7 World Trade Center
18th Floor
New York, New York 10048
(212) 748-8512

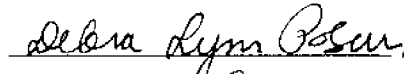
SO ORDERED *6/15/99*


UNITED STATES DISTRICT JUDGE

FOR THE DEFENDANT
SIDNEY FRANK IMPORTING CO. INC


Exec. V.P.

FOR THE DEFENDANT
ALL STATE PROMOTIONS INC.


Secretary

RELEASE OF CLAIMS

For and in consideration of the financial compensation payable to me under the terms of the Consent Decree executed on July , 1999 in the action brought by the Equal Employment Opportunity Commission (hereinafter "EEOC") against Sidney Frank Importing Co. Inc. and All State Promotions Inc. (hereinafter "SFIC") in the United States District Court for the Southern District of New York, 97 Civ. 3722 (SHS), I do hereby forever discharge SFIC, its subsidiaries, affiliates, successors or assigns, and all past and present employees, officers, shareholders, representatives and agents from any and all claims alleged in the aforementioned action, arising out of the events alleged in the Complaint therein, any alleged violation of Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination in Employment Act of 1967, as amended and the Equal Pay provision of the Fair Labor Standards Act, as amended, including all claims for attorney's fees and costs, and I understand and acknowledge that the aforesaid consideration is being paid and accepted in settlement of all such claims.

I affirm that the only consideration for my signing this release is that payable to me under the terms of the Consent Decree referenced above; that I am competent to execute this release; that I fully understand the meaning and intent of this release; and that I am freely and voluntarily executing this release with full understanding of its terms and its present and future legal effect and without any undue pressure or coercion from the parties for the purposes of making a full and final compromise of the claims released and precluding any further litigation thereof.

I acknowledge that I have read and understand this Release and have had an opportunity to consult with an attorney prior to signing this Release. I acknowledge that I am signing this Release voluntarily and that I have been given a period of at least twenty-one (21) calendar days to consider this Release. I further acknowledge that I may revoke this Release within 7 calendar days after signing this Release. Any such notice of revocation must be given, in writing, to the EEOC. I understand that payment of the financial compensation payable to me under the Consent Decree shall not be made until the expiration of said seven (7) day revocation period.

IN WITNESS WHEREOF I hereby execute this release this day of July, 1999.

Sworn to before me
this day of July, 1999

Notary Public



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

7 World Trade Center, 18th Floor
New York, New York 10048-1102
Phone: (212) 748-8500
General FAX: (212) 748-8464
Legal FAX: (212) 748-8465

Lou Graziano
Senior Trial Attorney
(212) 748-8496

Dear Potential Claimant:

The Equal Employment Opportunity Commission ("EEOC") was created by Congress and enforces Title VII of the Civil Rights Act of 1964 ("Title VII"), which prohibits employment discrimination based upon race, color, religion, sex (including sexual harassment), or national origin.

EEOC and Sidney Frank Importing Co. Inc and All State Promotions Inc. ("SFI") have entered into a Consent Decree that settles the claims against SFI for sexual harassment and retaliation. The terms of the Consent Decree have been filed with the United States District Court for the Southern District of New York in EEOC v. Sidney Frank Importing Co. Inc and All State Promotions Inc., Civil Action Number 97 Civ. 3722 (SHS).

As part of the settlement, a claims fund has been established to provide monetary relief to certain victims of discrimination. SFI employees and former employees who were employed by SFI between July 1, 1993 to June 1, 1999, who were subjected to sexual harassment or retaliation in violation of Title VII are entitled to make an application for an award from this fund.

To apply for an award from this fund, complete the enclosed claim form and return it to the following address:

The Equal Employment Opportunity Commission
New York District Office, Legal Unit
7 World Trade Center, 18 Fl.
New York, NY 10048
ATTN: Louis Graziano

In order to be eligible for an award you must return the attached form no later than eight weeks (56 days) from the date of this letter.

No adverse action shall be taken by SFI against any employee or former employee for making a claim. Federal Law and the Consent Decree prohibit SFI from retaliating against any person alleging sexual harassment or participating in any manner in this lawsuit.

If you have any questions concerning this letter or the settlement you may contact Louis Graziano, EEOC Trial Attorney at (212)748-8496.

Sincerely,

Louis Graziano
Trial Attorney

NAME: (Please Print name here) _____
Address and Phone Number _____

Please state your dates of employment

From _____ To _____

Did you work full-time _____ or part-time _____

While employed for either Sidney Frank Company, Inc. or Allstate Promotions, Inc. please state what position(s) you held and the dates you held these positions.

Have you ever been the victim of what you believe to be sexual harassment at Sidney Frank Company, Inc. or Allstate Promotions, Inc.? (Please refer to the attached information sheet)

YES ___ NO ___

If you answered Yes to the above question, please identify the harasser(s);
_____ Employee/Manager/Executive of SFIC, specify name(s) (if known)

_____ Distributor, Sales Representative (Non-SFIC employee) specify name(s) (if known)

_____ Bar owner or patron specify name(s) (if known).

Please describe the behavior that you considered sexually harassing and the approximate dates (provide as much detail as possible) (if you marked both categories above identify which individuals engaged in which behavior)

SFI questionnaire

2

use this page to provide additional detail

Did the sexual harassment affect your ability to perform your job duties? _____yes
_____no

If yes how?

Did the sexual harassment affect areas of your life outside work?
_____yes _____no

If yes how?

Are you still employed with SFI? _____yes _____no

If no why?

Did you complain about the sexual harassment? _____yes _____no
If yes to whom? (include name and title of person to whom you complained).

When did you make this complaint?