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

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

CACTUS-LANCASTER, LLC,

Defendant.

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Civil Action No.: 04-CV-4584-JS

CONSENT DECREE

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”) on September 29, 2004, against Cactus Willies to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e et seq. (“Title VII”). On November 16, 2004, the Commission filed an Amended Complaint to change the name of the Defendant to Cactus-Lancaster, LLC. The Commission alleged that Cactus-Lancaster, LLC terminated Bonita Axe in retaliation for her opposition to the then General Manager’s sexual harassment of female employees. The Commission further alleged that the then General Manager subjected Brenda Zankl and a class of similarly situated female employees to sexual harassment and that some of those women were constructively discharged. Cactus-Lancaster, LLC denies all of these allegations.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and Cactus-Lancaster, LLC, its directors, officers, agents, successors and assigns.

C. The EEOC and Cactus-Lancaster, LLC agree to entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 04-CV-4584-JS. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by Cactus-Lancaster, LLC of any violation of Title VII.

Findings

D. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, class members and the public interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination and Non-Retaliation

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Cactus-Lancaster, LLC is enjoined from harassment of any employee on the basis of sex in violation of Title VII.
3. Cactus-Lancaster, LLC is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to Bonita Axe, Brenda Zankl, and any individual identified or named during this litigation and/or during the EEOC's investigation into the charges filed by Ms. Axe and Ms. Zankl as a claimant, potential claimant, or witness, because of that person's opposition to any practice made an unlawful

employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.

4. Cactus-Lancaster, LLC shall not divulge, directly or indirectly, to any identifiable employer or potential employer of Bonita Axe, Brenda Zankl, and any individual identified or named during the EEOC's investigation into the charges filed by Ms. Axe and Ms. Zankl as a claimant, potential claimant, or witness, any of the facts or circumstances related to the claims of discrimination against Cactus-Lancaster, LLC in this case or any of the events relating to their participation in the EEOC's investigation or in the litigation of this action.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Cactus-Lancaster, LLC under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending, if any, or filed in the future against Cactus-Lancaster, LLC.

Monetary Relief

6. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Eighteen Thousand Dollars and No Cents (\$18,000.00) in compensatory damages to Bonita Axe, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 1 and the Court's entry of the Consent Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Axe Nine Thousand Dollars and Zero Cents (\$9,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents

(\$1,500.00); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents (\$1,500.00); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Axe One Thousand Five Hundred Dollars and No Cents (\$1,500.00). If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Axe at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Axe, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

7. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Eighteen Thousand Dollars and No Cents (\$18,000.00) in compensatory damages to Brenda Zankl, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 2 and the Court's entry of the Consent Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Zankl Nine Thousand Dollars and Zero Cents (\$9,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents

(\$1,500.00); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents (\$1,500.00); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents (\$1,500.00); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Zankl One Thousand Five Hundred Dollars and No Cents (\$1,500.00). If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Zankl at an address to be provided by the EEOC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Zankl, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

8. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Sixteen Thousand Dollars and No Cents (\$16,000.00) in compensatory damages to Tara Fonseca, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 3 and the Court's entry of the Consent Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Fonseca Eight Thousand Dollars and Zero Cents (\$8,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred

Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Fonseca One Thousand Three Hundred Thirty-Three Dollars and Thirty-five Cents (\$1,333.35). If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Fonseca at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Fonseca, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

9. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Sixteen Thousand Dollars and No Cents (\$16,000.00) in compensatory damages to Abby Miller, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 4 and the Court's entry of the Consent Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Miller Eight Thousand Dollars and Zero Cents (\$8,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms.

Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Miller One Thousand Three Hundred Thirty-Three Dollars and Thirty-five Cents (\$1,333.35). If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Miller at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Miller, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

10. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Sixteen Thousand Dollars and No Cents (\$16,000.00) in compensatory damages to Susan Perugini, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 5 and the Court's entry of the Consent

Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Perugini Eight Thousand Dollars and Zero Cents (\$8,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Perugini One Thousand Three Hundred Thirty-Three Dollars and Thirty-five Cents (\$1,333.35). If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Perugini at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Perugini, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

11. Cactus-Lancaster, LLC agrees to pay monetary relief in the amount of Sixteen Thousand Dollars and No Cents (\$16,000.00) in compensatory damages to Kim Unger, in full settlement of the claims raised on her behalf against Cactus-Lancaster, LLC in the EEOC's

Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release in the form of Exhibit 6 and the Court's entry of the Consent Decree, whichever date is later, Cactus-Lancaster, LLC will pay Ms. Unger Eight Thousand Dollars and Zero Cents (\$8,000.00); on January 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on February 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on March 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on April 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); on May 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$1,333.33); and on June 1, 2006, Cactus-Lancaster, LLC will pay Ms. Unger One Thousand Three Hundred Thirty-Three Dollars and Thirty-five Cents (\$1,333.35). If Cactus-Lancaster, LLC does not make all payments in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The checks will be mailed to Ms. Unger at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Cactus-Lancaster, LLC. Cactus-Lancaster, LLC will mail a copy of each check, within five business days of mailing it to Ms. Unger, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

Posting of Notice

12. Within 20 business days after entry of this Decree, Cactus-Lancaster, LLC shall post at its facility in Lancaster, Pennsylvania, on all bulletin boards used by Cactus-Lancaster, LLC for communicating with employees, same-sized copies of the Notice attached as Exhibit 7 to this Decree. The Notice shall remain posted for three years from the date of entry of this Decree. A copy of the Notice will be posted in English and Spanish. Cactus-Lancaster, LLC shall provide to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-2515, a list of the location and date of posting at its Lancaster, Pennsylvania facility within 40 days after entry of this Decree. If the posting becomes defaced, removed, marred or otherwise illegible, Cactus-Lancaster, LLC agrees to post a readable copy in the same manner as heretofore specified.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

13. Cactus-Lancaster, LLC's policy or policies against discrimination, harassment and retaliation and complaint procedures shall be drafted in plain and simple language, and be available in English and Spanish. Cactus-Lancaster, LLC shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

- (a) state that Cactus-Lancaster, LLC: (i) prohibits discrimination against employees on the basis of sex, race, national origin, religion and color, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a

charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, race, national origin, religion or color in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex, race, national origin, religion or color in violation of Title VII;

(b) include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) provide a toll free number that will be available for employees to call to make a complaint of discrimination, harassment or retaliation during work hours or to leave a message after work hours; (v) provide that, upon an employee's request, Cactus-Lancaster, LLC will offer translating assistance for filing a written complaint in English or otherwise communicating during the investigation of a complaint; (vi) encourage prompt reporting by employees; and (vii) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of harassment and/or retaliation;

Supervisor Accountability

17. Cactus-Lancaster, LLC shall promote supervisor accountability by the following conduct:

(a) providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 18;

(b) disciplining, up to and including discharge, any supervisor or manager who violates Cactus-Lancaster, LLC's policy or policies against discrimination, harassment and retaliation;

(c) imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Cactus-Lancaster, LLC's policy or policies against discrimination, harassment and retaliation; and

(d) requiring all managers and supervisors to report any pattern of behavior and/or complaint of harassment and/or retaliation of which they become aware to the Corporate Office.

Training

18. Cactus-Lancaster, LLC shall provide training on the requirements of Title VII as follows:

(a) Cactus-Lancaster, LLC agrees to provide annual training sessions for all of its managers and supervisors in Lancaster, Pennsylvania by a trainer or vendor to provide training on employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, which training will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free

from such discrimination, what constitutes unlawful retaliation and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) each training session will include a presentation or statement by a high-ranking official of Cactus-Lancaster, LLC, emphasizing its commitment to prevent discrimination and harassment;

(c) Cactus-Lancaster, LLC shall first provide training in accordance with Paragraph 15(a) by no later than 60 calendar days after entry of this Consent Decree and also shall provide such training in calendar years 2006, 2007, and 2008.

19. In addition to the training described in Paragraph 18 within 90 calendar days of the entry of the Consent Decree, Cactus-Lancaster, LLC shall provide training to all employees on Defendant's policy on sexual harassment in the workplace, a discussion of what conduct constitutes sexual harassment and the complaint procedure to follow if sexual harassment occurs.

20. Cactus-Lancaster, LLC shall obtain the EEOC's approval of its proposed trainer prior to the first year's training session. The approval of the trainer will be effective for subsequent training sessions for the duration of the Consent Decree unless the EEOC determines that the prior training did not comport with the terms of this Consent Decree. Within 10 business days of notification by Cactus-Lancaster, LLC of the trainer's name and outline of the training session, EEOC will advise Cactus-Lancaster, LLC whether or not the trainer is approved. If the EEOC denies approval of the trainer within the 10 business day period, the EEOC is required to provide Cactus-Lancaster, LLC with a detailed explanation for the rejection. If the EEOC fails to

respond within the 10 business day period, Cactus-Lancaster, LLC can proceed with the trainer that it selected.

21. Cactus-Lancaster, LLC agrees at its expense to provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions.

22. Cactus-Lancaster, LLC shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraphs 18 and 19 have occurred that the training has taken place and the personnel who attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, including the name and position of each person in attendance; and (iii) a listing of all managers and supervisors at Lancaster, Pennsylvania as of the date of the training.

Background Checks

23. Cactus-Lancaster, LLC will conduct criminal background checks before hiring or promoting any individual to a supervisory or managerial position.

Recordkeeping

24. For a period of three years following entry of this Decree, Cactus-Lancaster, LLC shall document and retain records of each complaint of an incident of discrimination or harassment, based on sex and/or retaliation for filing a complaint of sexual harassment by any employee in Lancaster, Pennsylvania, reflecting the date the complaint was made, who made it, what was alleged and the actions, if any, Cactus-Lancaster, LLC took to resolve the matter, and shall at its expense make such records available for inspection and copying by the EEOC.

25. Cactus-Lancaster, LLC shall make all documents or records referred to in Paragraph 20 available for inspection and copying within 10 business days after the EEOC so requests. In addition, Cactus-Lancaster, LLC shall make available for interview all persons in its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Cactus-Lancaster, LLC's premises for such purposes on five business days' advance notice by the EEOC.

26. Nothing in this Decree shall be construed to limit any obligation Cactus-Lancaster, LLC otherwise may have to maintain records under Title VII or any other law or regulation. After expiration of this Consent Decree, records will be maintained by Cactus-Lancaster, LLC as required by law and Commission regulations.

Reporting

27 Cactus-Lancaster, LLC shall furnish to the EEOC the following written reports semi-annually for a period of two years following entry of this Decree with the first report due six months after entry of the Decree and the final report due 36 months after entry of the Decree. Each such report shall contain:

(a) a summary of the information recorded by Cactus-Lancaster, LLC pursuant to Paragraph 24, if any such complaints were filed, and to include the name of the complainant, the allegation of the complaint and any action taken by Cactus-Lancaster, LLC in response;

(b) a certification by Cactus-Lancaster, LLC that the Notice required to be posted by Paragraph 12 was posted during the six months preceding the report;

(c) a certification by Cactus-Lancaster, LLC that it has or will distribute the policy or policies against discrimination, harassment and retaliation annually to employees, and that Cactus-Lancaster, LLC has disseminated the policy or policies against discrimination, harassment and retaliation to all new employees hired within the six-month period preceding the report;

(d) a certification that Cactus-Lancaster, LLC has complied with training requirements of this Consent Decree;

(e) a summary of any additional actions Cactus-Lancaster, LLC took to prevent discrimination, harassment and retaliation at its facility at Lancaster, Pennsylvania, during the six-month period preceding the report.

Dispute Resolution

28. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief.

Miscellaneous Provisions

29. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

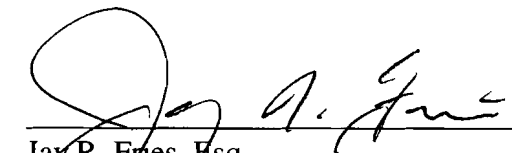
30. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Cactus-Lancaster, LLC in

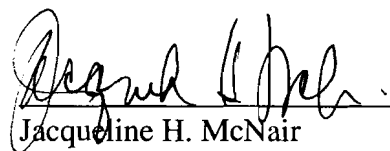
their capacities as representatives, agents, directors and officers of Cactus-Lancaster, LLC and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

31. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 04-CV-4584-JS.

32. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue in effect for three years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party. Should any material disputes under this Decree remain unresolved after this three-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

33. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.


Jay R. Fries, Esq.
KRUCHKO & FRIES
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Baltimore, Maryland 21204
(410) 321-7310


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Attorneys for Plaintiff
Equal Employment Opportunity Commission

SO ORDERED:

By the Court: Juan R. Sánchez
Juan R. Sánchez
UNITED STATES DISTRICT JUDGE

Date: 9/13/05

9/14/05
J. McNeil
J. Fries
J. Krause
K. Talty
M. Tiernan
J. O'Boyle