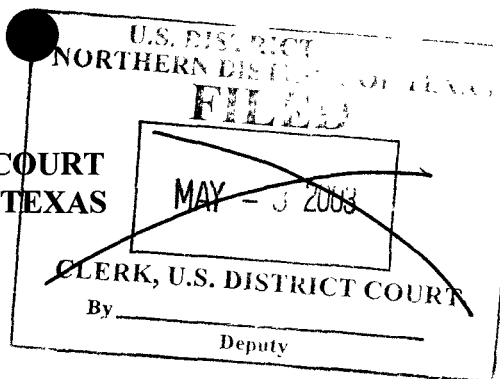


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

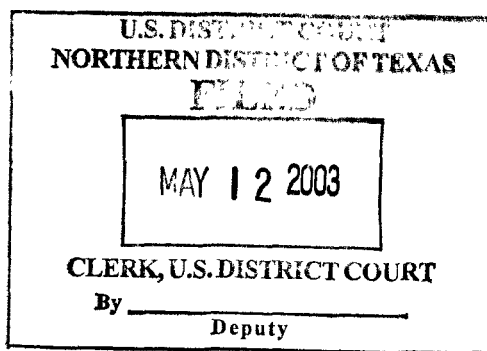
v.

ASHER INVESTMENTS, INC., DBA
BISTRO A

Defendant.

CIVIL ACTION NO.

3-01CV1113-N



CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC") and the Defendant, Asher Investments, Inc. (referred to as "the parties").

The Equal Employment Opportunity Commission instituted a lawsuit under Title VII of the Civil Rights Act of 1964 (as amended) ("Title VII") and 42 U.S.C. § 1981a, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number No. 3-01CV1113-N.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

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. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Number 310991355. The EEOC does not waive processing or litigating charges or cases other than the above-referenced charge and Complaint. It is understood that this Consent Decree does not constitute an admission by Defendant of any violation of Title VII or any of the allegations contained in the Complaint.
3.
 - a. This Consent Decree is binding on Defendant, Asher Investments, Inc. and on any entity owned or controlled either directly or indirectly, whether through ownership of the stock of a corporation, interest in a partnership, LLC, Limited Partnership, or other means of ownership, whether held directly, indirectly, or in trust, by Celeste Samuel and/or Avner Samuel (hereinafter collectively "the Defendant").
 - b. Pursuant to FRCP 65 (d), this Consent Decree is further binding on the Defendant as defined in Paragraph 3 (a) above, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of this Consent Decree by personal service or otherwise.

4. Celeste Samuel and Avner Samuel shall notify the EEOC within 10 days of the entry of this Consent Decree of the name and location of any presently existing entity. If no such entity currently exists, within 10 days of the opening of any entity which is subject to the terms of Paragraph 3 (a) above, Celeste Samuel and Avner Samuel shall notify the EEOC of the name and location of any such entity. In addition, Celeste Samuel and Avner Samuel, shall along with the notification required by this Paragraph, provide the EEOC with a copy of the documents forming the entity, and specify the ownership interest, whether held directly, indirectly, or in trust, by Celeste Samuel and/or Avner Samuel, and specify the title and job duties of Avner Samuel at the entity.
5. Defendant, as defined in Paragraph 3 (a) above, agrees not to discriminate on the basis of sex, including but not limited to sexual harassment, and Defendant, as defined in Paragraph 3 (a) above, further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.
6. Defendant, as defined in Paragraph 3 (a) above, agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at all of its facilities, as specified in Paragraph 3 (a) above, within 10 days after the entry of this Consent Decree or, if no such facility currently exists, within 10 days after the opening of any new entity. Defendant, as defined in Paragraph 3 (a) above, will report to the EEOC that it has complied with this requirement within 30 days

after posting the notice.

7. During the first year that this Consent Decree is in effect, Defendant, as defined in Paragraph 3 (a) above, agrees to conduct training one time for all employees, including officers, managers, and supervisors, at all of its facilities advising them of the prohibitions of Title VII regarding sexual harassment and retaliation. The training will inform the employees of the complaint procedure for individuals who suspect that they are being discriminated against by Defendant, as defined in Paragraph 3 (a) above. This annual training will also advise managers and supervisors of the consequences imposed upon Defendant, as defined in Paragraph 3 (a) above, for violating Title VII. The training shall be at least two (2) hours in duration. The training must be conducted by an instructor who may not be a present or past employee, manager, officer, director or shareholder of Defendant, as defined in Paragraph 3 (a) above. In the second and third years of this Consent Decree, Defendant, as defined in Paragraph 3 (a) above, agrees to conduct training one time each year for all officers, managers, and supervisors, and all other employees who have not previously received the training required by this Paragraph. No less than 10 days before the training is conducted, Defendant, as defined by Paragraph 3 (a) above, agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20 days following the training, Defendant, as defined by Paragraph 3 (a) above, shall submit to the EEOC

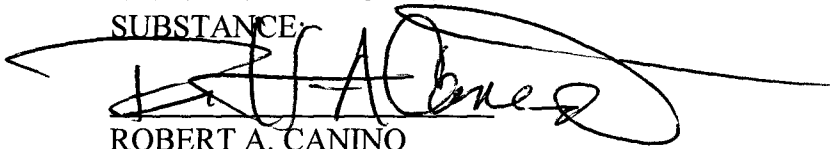
confirmation that the training was conducted, and a list of attendees.

8. Defendant, as defined by Paragraph 3 (a) above, shall within 30 days after entry of this order provide all current employees with a written sexual harassment policy which complies with the Equal Employment Opportunity Commission Guidelines on Sexual Harassment, 29 C.F.R. §1604.11 and the EEOC Enforcement Guidance on Vicarious Employer Liability for Unlawful Harassment by Supervisors, issued June 18, 1999, including a complaint policy. New employees shall be provided with a copy of the policy at the time of their hire. A copy of policy shall be served on counsel for the Plaintiff EEOC and posted conspicuously at all facilities of the Defendant, as defined in Paragraph 3 (a) above.
9. IT IS FURTHER ORDERED AND ADJUDGED that the complaint procedure set forth in the sexual harassment policy of Defendant, as defined in Paragraph 3 (a) above, must specify that complaints be directed to an independent person, who may not be a present or past employee, manager, officer, director or shareholder of Defendant, as defined in Paragraph 3 (a) above, with power to conduct investigations and make recommendations to management. In addition, Defendant, as defined in Paragraph 3 (a) above, may not retain as its instructor or investigator of complaints any attorney who represented Defendant during the investigation of Charge No. 310991355 by the EEOC. It is understood that current trial counsel is a permissible instructor and/or investigator.
10. Upon closing of this Agreement, Defendant shall provide Sidney B. Chesnin,

Senior Trial Attorney with the EEOC, a cashier's check in the amount of \$4,500 payable to Gwen Watel, representing damages under 42 U.S.C. §1981a only, pending approval of this Consent Decree by the Court. Defendant will provide Ms. Watel with an IRS Form 1099 in the normal course of business to her address at 4506 Abbott #3, Dallas, TX 75205.

11. All reports to the EEOC required by this Decree shall be sent to Sidney B. Chesnin , Senior Trial Attorney, 207 S. Houston Street, 3rd Floor, Dallas, Texas 75202.
12. The parties agree to bear their own costs associated with this action, including attorney's fees.
13. The EEOC has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of Title VII by Defendant.
15. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
15. The term of this Decree shall be for three (3) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

APPROVED AS TO FORM AND
SUBSTANCE



ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No.011782

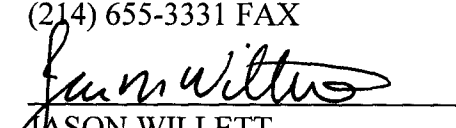
TOBY W. COSTAS
Supervisory Trial Attorney
Texas State Bar No. 04855720



SIDNEY B. CHESNIN
Senior Trial Attorney
Texas State Bar No. 04186600

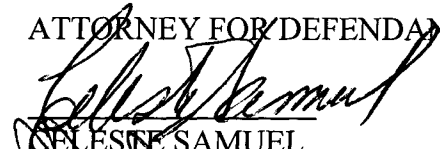
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dallas District Office
207 South Houston, 3rd Floor
Dallas, Texas 75202
(214) 655-3330
(214) 655-3331 FAX

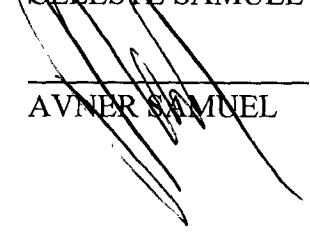


JASON WILLETT
Texas State Bar No. 00788669
HINDS & WILLETT
510 West Main Street
Waxahachie, Texas 75165
(972) 938-9993
(972) 937-3110 FAX

ATTORNEY FOR DEFENDANT



CELESTE SAMUEL



AVNER SAMUEL

SIGNED THIS 9 DAY OF May, 2003

D. H. Godsey
UNITED STATES DISTRICT JUDGE

ATTACHMENT "A"

NOTICE TO ALL EMPLOYEES

This notice is being posted as part of an Agreement between the U.S. Equal Employment Opportunity Commission ("EEOC") and your Employer.

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, including sexual harassment, race, color, religion, national origin, age or disability with respect to hiring, firing, promotions, pay raises or other terms, conditions or privileges of employment. Upon an employee's complaint of such treatment, employers are also required to investigate and to promptly take appropriate remedial and corrective action. The law also prohibits an employer from retaliating against employees who oppose what they believe to be unlawful employment practices.

Sexual harassment is harassment on the basis of sex. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by individual is used as the basis for employment decisions affecting such individual, or (3) 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.

This Notice is intended to inform employees of their rights under federal law and to prevent future acts of discrimination.

The employee has the right, and is encouraged to exercise the right, to report allegations of discrimination, including but not limited to discrimination based on sexual harassment or retaliation, in the workplace. An employee may do so by notifying the Employer's designated representative _____ at _____.

Supervisors and managers who are informed of an employee's complaint must immediately notify _____.

Any report of such an allegation will be thoroughly investigated, and, if substantiated, appropriate disciplinary action will be taken against any person(s) found to have engaged in discriminatory conduct.

A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The Dallas District Office of the Equal Employment Opportunity Commission is located at 207 S. Houston, 3rd Floor, Dallas, Texas 75202. Information about your rights and how to file a charge is also available on the Internet at www.eeoc.gov.

DATE

FOR THE EMPLOYER

THIS NOTICE SHALL REMAIN POSTED UNTIL _____

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DATE

FOR THE EMPLOYER

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