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U.S. DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
FILED
 MAR 23 2001
 CLERK, U.S. DISTRICT COURT
 By _____ Deputy *dfg*

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

**EQUAL EMPLOYMENT OPPORTUNITY
 COMMISSION,**

Plaintiff,

**v.
 PARFUMS DE COEUR, LTD., INC.,**

Defendant

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**CIVIL ACTION NO.
 3:99-CV-2555-D**

(JURY DEMANDED)



CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and Parfums de Coeur, Ltd., Inc. ("Parfums de Coeur"), in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on November 9, 1999 in Civil Action No. 3:99-CV-2555-D. The Complaint was based upon charges of discrimination filed by Charging Party Tracy Cantu, against Defendant.

The EEOC and Parfums de Coeur agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

1. This Consent Decree, together with the Confidential Settlement Agreement between Tracy Cantu and Parfums de Coeur, Ltd. resolves all issues raised in the charges of discrimination filed by Tracy Cantu with the EEOC. This Agreement further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above referenced charges and Complaint. EEOC understands that this Consent Decree covers and waives all claims that it has or might assert against Defendant, any

predecessors or successors to such entity, any currently or formerly related companies, and any current or former corporate owners, officers, directors, employees, agents, insurers, and representatives of such entities, arising from or relating in any way to the employment of Tracy Cantu with the Defendant, the separation of that employment and/or the facts and allegations made the basis of the above-referenced lawsuit and/or the charges of discrimination filed or complaints made by Tracy Cantu against or about Defendant. The EEOC does not waive processing or litigating charges other than the above referenced charges.

2. It is expressly agreed that execution of this Consent Decree and payment of the consideration to Ms. Cantu in connection with this settlement is in no way an admission of liability or fault, but is a compromise settlement of disputed claims asserted by the EEOC on behalf of Tracy Cantu by which Parfums de Coeur and any and all other persons or corporations having an interest in this matter are forever buying their peace. Parfums de Coeur agrees that it will continue to conduct all employment practices in a manner that complies with Title VII of the Civil Rights Act of 1964.

3. It is understood that after the release payment is made to Tracy Cantu, Parfums de Coeur, any predecessors or successors to that entity, any currently or formerly related companies and any current or former corporate owners, officers, directors, employees, agents, insurers and representatives of such entities, have no further obligation to Tracy Cantu for any claims arising or resulting from Ms. Cantu's employment with Defendant, the separation of that employment and/or the facts and allegations made the basis of the above-referenced lawsuit and/or the charges of discrimination and complaints filed by or made by Tracy Cantu against the Defendant.

4. Parfums de Coeur agrees that it shall continue to conduct all employment practices in a manner which does not subject any employee to gender discrimination, including pregnancy discrimination under Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991.

5. Parfums de Coeur agrees to post its Anti-Discrimination Policy (the "Policy") appended hereto as Attachment "A" on the employee bulletin board within ten (10) days after the entry of this Consent Decree. Parfums de Coeur agrees to distribute the Policy to each employee within 30 days after the entry of this Consent Decree. Parfums de Coeur agrees to require each employee to sign an Acknowledgement stating that the employee has received and reviewed the Policy. Defendant will report to the EEOC that it has complied with this requirement within 14 days after posting and delivering the Policy. The posting and distributing of this Anti-Discrimination Policy is to inform employees about discrimination. EEOC's agreement that Attachment A be posted is in no way an endorsement or approval of the specific anti-discrimination policy as an effective anti-discrimination policy.

6. Parfums de Coeur agrees to pay the amount of Five Thousand Dollars and No Cents (\$5000.00), to resolve all claims for damages to Tracy Cantu. The amount shall be paid by check to Ms. Cantu, which shall be sent by certified mail, return receipt requested, to Tracy Cantu within 10 days after the Consent Decree is entered and Parfums de Coeur has received Ms. Cantu's executed Settlement Agreement and Release of Claims ("Agreement").

7. The parties to this Consent Decree agree to bear their own costs associated with the above-referenced Complaint. The term of this Consent Decree shall be for two years.

SO ORDERED, ADJUDGED AND DECREED this 23rd day of March,
2001.

Gregory A. Johnson
U.S. FEDERAL DISTRICT JUDGE

Dated this 23rd day of March 2001.

APPROVED AS TO FORM AND SUBSTANCE:

Counsel for Plaintiff,
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION:



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EQUAL EMPLOYMENT POLICY

It is the Company's policy to maintain a working environment free from all forms of discrimination and harassment of any employee or applicant for employment, based upon race, sex, religion, national origin, age, disability, or veteran status. Discrimination in any manner or form is expressly prohibited and will not be tolerated. The Company is committed to vigorously enforcing this policy against discrimination. This policy applies to all aspects of employment including, but not limited to, recruitment, selection, hiring, training, promotions, transfers, discipline/counseling, pay rates, benefit plans, terminations, and all other forms of compensation and benefits. The Company is also committed to compliance with the Americans with Disabilities Act of 1990 and will provide reasonable accommodation to applicants and employees when such reasonable accommodations do not impose an undue hardship on the Company.

All reported or suspected occurrences of discrimination will be promptly and thoroughly investigated. Where discrimination is determined to have occurred, the Company will take appropriate disciplinary action, including possible suspension, transfer and/or termination.

ANTI-HARASSMENT POLICY

Harassment is defined to include any unwelcome conduct directed toward an employee or applicant based upon that individual's race, sex, pregnancy, religion, national origin, age, disability, or veteran status. Sexual harassment is more broadly defined to include any unwelcome and unsolicited sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is an explicit or implicit term or condition of employment; or
2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
3. Such conduct interferes with an individual's working performance or creates an intimidating, hostile or offensive working environment.

The Company considers the following conduct to represent some of the types of actions which may violate this sexual harassment policy:

- A. Physical assaults of a sexual nature;

- B. Unwanted sexual advances, propositions, innuendos or other sexual comments, i.e., unwanted sexual jokes, vulgar language, and sexual gestures;
- C. Sexual or discriminatory displays, photographs or publications in any observable location, i.e., any sexually suggestive pictures, cartoons, or photographs.

The above list is not meant to be exhaustive, but is included to provide examples of prohibited actions.

WHAT YOU SHOULD DO IF YOU ARE HARASSED

The purpose of this policy is to provide employees with a convenient, confidential, and reliable method for reporting incidents of harassment. Any employee who feels that he or she has been, or is being harassed, or otherwise discriminated against, must immediately report such incidents to Ed Kaminski at (203) 655-8807. Employees who do not wish to go to Ed Kaminski, may instead report to any supervisor or manager within the company. You will not be penalized in any way for reporting such conduct. All reports of harassment will be treated seriously, promptly investigated and, to the extent possible, confidentiality will be maintained.

Any employee of the Company who is found, after appropriate investigation, to have violated this policy will be subject to disciplinary action up to and including termination.

DUTIES OF EMPLOYEES

All employees of the Company are responsible for assuring that a workplace free of harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. Do not assume that the Company is aware of the problem. It is the employee's responsibility to bring the complaints to the attention of the Company so that we can help resolve them. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type.