

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Equal Employment Opportunity  
Commission,

Plaintiff,

Civil No. 99-1253 ADM/RLE

vs.

Long Prairie Packing Company, Inc.,

Defendant.

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**CONSENT DECREE**

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1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff Equal Employment Opportunity Commission ("EEOC") and Defendant, Long Prairie Packing Company, Inc. located in Long Prairie, Minnesota ("Long Prairie Packing").

2. On August 11, 1999, the EEOC initiated this action by filing its Complaint against Long Prairie Packing. EEOC's Complaint alleged that Long Prairie Packing violated Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), and the Americans with Disabilities Act ("ADA"), by engaging in a pattern or practice of sexual harassment of men by men, based on their male gender, and a pattern or practice of harassment by men against men with a disability. The Complaint further alleged that Long Prairie Packing retaliated against individuals who have opposed sexual or disability-based harassment, in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3 and Section 503(a) and (b) of the ADA.

3. Long Prairie Packing has denied the allegations made in the EEOC's Complaint. Long Prairie Packing has further denied that it retaliated against any individuals who have exercised their rights under Title VII or the ADA.

4. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree shall not constitute an admission of wrongdoing by Long Prairie Packing or 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

Long Prairie Packing or any entity affiliated with it now, previously, or in the future. The Decree shall be admissible solely for the purpose of any action to ensure compliance with the terms of the Decree brought by either party to this Consent Decree.

5. This Decree is final and binding upon the Parties, their successors and assigns.

6. The Parties agree that this Decree resolves the EEOC's claims that Long Prairie Packing engaged in a pattern or practice of sexual harassment of men by men, based on their male gender, and a pattern or practice of harassment by men against men based on disability. The Decree further resolves the EEOC's claims that Long Prairie Packing has retaliated against men who have opposed gender or disability-based harassment. The claims resolved by this Decree arise on or before June 22, 1999, only. The EEOC and Long Prairie Packing further agree that this Decree does not resolve any charges or claims of discrimination other than those brought by male employees and male former employees of Long Prairie Packing which allege male-to-male sexual harassment, male-to-male disability harassment, and/or retaliation against male employees and male former employees by Long Prairie Packing who have opposed sexual or disability harassment. The EEOC specifically agrees that, in consideration of the terms of this Decree, it will not bring suit or intervene in a suit which raises any claim based upon facts or events occurring on or before June 22, 1999, brought by male employees and/or male former employees of Long Prairie Packing alleging male-to-male harassment, male-to-male disability harassment, and/or retaliation against male employees and/or male former employees by Long Prairie Packing who have opposed sexual and/or disability harassment and that it will not file any pleadings or make any appearance on behalf of any parties to any such action.

7. With regard to any suit or claim brought against Long Prairie Packing, nothing herein creates any rights or remedies other than those provided by law, and nothing herein extends the applicable statute of limitations or waives or qualifies any of Long Prairie Packing's defenses. However, nothing in this paragraph limits the rights of the EEOC to enforce this decree.

8. This Decree constitutes the complete agreement between the EEOC and Long Prairie Packing with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this 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.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is ORDERED, ADJUDGED AND DECREED THAT:

9. This Court has jurisdiction over the subject matter of this action and over the parties for purposes of entering and enforcing this Decree.

10. The terms of this Decree are adequate, fair, reasonable, equitable and just.

11. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will serve the public interest.

12. This Decree comprises the full and exclusive agreement of the parties with respect to the matters discussed herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree (including the Exhibits attached hereto).

#### Duration of Consent Decree

13. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that 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.

14. This Decree shall expire and shall be without force and effect three (3) years from the date of entry of this Decree.

#### General Injunctive Provisions

15. **Sexual Harassment.** Long Prairie Packing and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from: (I) discriminating against men on the basis of sex; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any male employee on the basis of his gender; and/or (iii) creating, facilitating or permitting the existence of a work environment that is hostile to male employees.

16. **Disability Harassment.** Long Prairie Packing and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from (I) discriminating against individuals on the basis of disability; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing any male employee who has a disability on the basis of his disability; and/or (iii) creating, facilitating, or permitting the existence of a work environment that is hostile to male employees with a disability.

17. **Retaliation.** Long Prairie Packing and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee of Long

Prairie Packing because he or she opposed any practice of sex-based harassment or disability-based harassment made unlawful under Title VII or the ADA; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by Long Prairie Packing), proceeding, or hearing in connection with this case and/or relating to any claim of sex discrimination, sexual harassment or sex-based harassment; was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

#### Monetary Relief - Establishment of Settlement Fund

18. Long Prairie Packing shall pay the gross sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) (hereinafter referred to as the "Settlement Fund") to be distributed among all "Eligible Claimants" (as that term is defined in paragraph 21 herein), in accordance with the provisions of this Decree and plaintiffs who, under the auspices of the EEOC settlement efforts, have settled claims against Long Prairie based on male to male gender and/or disability harassment and/or retaliation. The payments made from the Settlement Fund shall be exclusively for claims of emotional distress and/or physical injury arising from the alleged unlawful harassment based on gender and/or disability, and or retaliation, and shall be deemed to be compensatory damages for emotional distress and/or physical injury. Neither the EEOC nor Long Prairie Packing make any representation, nor assume any responsibilities, for tax or other liabilities that Eligible Claimants may, or may not, incur under local, state, or federal laws by reason of the settlement funds paid under this Decree.

19. No later than February 24, 2000, Long Prairie Packing shall transfer to a mutually agreed upon Payment Agent for deposit into an escrow account at a commercial bank, the portion of the One Million Nine Hundred Thousand Dollars (\$1,900,000) allotted for payment to Eligible Claimants. This escrow account is intended to be a Qualified Settlement Fund within the meaning of IRS regulations. Such account shall accrue interest at the customary rate for such commercial bank beginning seven (7) days after transfer and continuing until all moneys have been paid out of that account. Only withdrawals authorized by this Decree may be made from the account. The cost of the fees of the Payment Agent shall be born by Long Prairie Packing Company, Inc. independent of any other payment by Long Prairie Packing pursuant to this Decree up to an amount no greater than \$10,000.00. Any fee or cost in excess of \$10,000.00 shall be borne by the Settlement Fund.

20. Once the transfer to the Payment Agent described in the preceding paragraph of this Decree has occurred, only the EEOC, subject to Court approval, may transfer money from the Settlement Fund except that any sums remaining in the Settlement Fund upon expiration of this Consent Decree shall be transferred to one or more bona fide nongovernmental domestic charitable organizations selected by the EEOC in its sole discretion.

#### Claims Process and Distribution of Settlement Fund

21. Except as otherwise stated in this Decree, the Settlement Fund shall be used solely to make payments to men who timely submit Claim Forms or who in the absence of a Claim Form are determined by the EEOC to be entitled to payment<sup>1</sup> (such persons are hereinafter referred to as "claimants") and whom EEOC determines, in its sole discretion, subject to Court approval, to be eligible to receive monetary relief in this lawsuit (such persons are hereinafter referred to as "Eligible Claimants"). Only Eligible Claimants shall receive any payments from the Settlement Fund.

22. Subject only to the approval of the Court, the EEOC shall be solely responsible to determine eligibility for relief under this Decree and the amount of monetary relief, if any, to be received by any Eligible Claimant under this Decree. Long Prairie Packing will not participate in or object to EEOC's determinations, and shall have no further responsibility as to the claims process and/or distribution of the Settlement Fund. Long Prairie Packing shall not state to particular eligible claimants its view of the likely outcome of the claim process.

23. Eligible Claimants shall include only those claimants who satisfy each and all of the following criteria:

- (a) the claimant:
  - (1) was employed by Long Prairie Packing at any time between January 1, 1996, and June 22, 1999; and
  - (2) is a man subject to harassment by men, based on his gender and/or disability;
  - (3) and/or was subject to retaliation for opposing such alleged harassment.
- (b) The claimant has not previously signed a waiver or release of claims against Long Prairie Packing.
- (c) EEOC timely received from such claimant, in accordance with the procedures set forth in this Decree, a Claim Form and a Release in the form of Exhibits B and D attached to this Decree; and
- (d) EEOC received evidence which it determined to be credible, that the claimant was
  - (1) subjected to harassment based on his gender and/or disability;

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<sup>1</sup>As to such persons, the requirements throughout this decree relating to the submission of Claim Forms are inapplicable.

- (2) retaliated against because he opposed gender and/or disability-based illegal harassment or participated in any proceeding relating to a complaint of gender or disability-based harassment or retaliation.

24. Acting in its discretion and subject only to final approval by the Court, the EEOC shall exclusively determine the eligibility of claimants for relief under this Decree. In making such determinations, EEOC may consider whatever evidence EEOC deems appropriate, including, but not limited to, evidence received by EEOC in its investigation of charges of discrimination underlying this action, in connection with litigation of this action, and in connection with the claims process provided by this Decree.

25. Acting in its discretion and subject only to final approval by the Court, the EEOC shall make monetary awards, from the Settlement Fund, to individuals whose Claim Form (unless waived by the EEOC) is timely received by EEOC and whom EEOC determines to be an Eligible Claimant who was subject to illegal harassment based on his gender and/or disability, and considering factors such as the severity, duration, and extent of harm from harassment based on gender and/or disability, and/or retaliation. This Decree contemplates that there may be significant differences in amounts individually received by Eligible Claimants based on the factors indicated above.

#### Procedures To Determine Eligibility

26. Within fourteen (14) days after entry of this Consent Decree, Long Prairie Packing will provide the EEOC with the name, last known address and phone number, and social security number of all men employed by Long Prairie Packing from January 1, 1996, through June 22, 1999, based upon its payroll records, unless otherwise known to the company. Long Prairie Packing shall further cooperate with any reasonable requests made by the EEOC for information which may be used by the EEOC to contact potential Eligible Claimants. Within fourteen (14) days of receipt of this information from Long Prairie Packing, the EEOC shall mail a Notice of Settlement (in the form of Exhibit A attached to this Decree) to all men who were employed by Long Prairie Packing at any time between January 1, 1996, and June 22, 1999, in English or Spanish translation mutually agreeable to the EEOC and Long Prairie Packing. All men who wish to participate in distribution of the Settlement Fund must complete and return a Claim Form (the form of which is mutually agreeable to the EEOC and Long Prairie Packing) to EEOC at the address specified in the Claim Form so that it is actually received by EEOC by the close of business forty-five (45) days after the date that the Notices of Settlement are mailed by EEOC. In the event that a Claim Form is returned to the EEOC because the individual's address is no longer accurate, the EEOC shall have another sixty (60) days from the date that the Claim Form is received by the EEOC as undeliverable to attempt to locate the individual and within the same 60 days, to receive a claim form from the individual. Any Claim Form which is not returned to the EEOC as undeliverable within fifteen (15) days of its first mailing shall be conclusively presumed to have reached the intended recipient. The



cost of this mailing shall be borne by the EEOC, which shall be entitled to reimbursement from interest accruing on the Settlement Fund prior to a final distribution.

27. As a further means of notifying potential Eligible Claimants of the settlement of this lawsuit and of the claims process described in this Decree, within twenty (20) days after entry of this Decree, there will be published one time in the editorial (not classified) sections of the newspapers serving Long Prairie and at the EEOC's discretion, in neighboring communities within approximately 60 miles of Long Prairie, Minnesota, a Notice of Lawsuit Settlement in the form of Exhibit A attached to this Decree. The advertisement shall be no larger than two (2) columns by ten (10) inches in size. The cost of the advertisements shall be borne by Long Prairie Packing Company, Inc., independent of any other payment by Long Prairie Packing pursuant to this decree.

28. Any person from whom the EEOC has not actually received a completed claim form by 5:00 p.m. Central Standard Time forty-five (45) days after the Notices of Settlement are mailed, or an additional sixty (60) days after the time when EEOC receives a claim form returned as undeliverable, shall not be entitled to receive any monetary relief under the Consent Decree, and shall be deemed, without further act or deed by any person or the court, to be ineligible for and forever barred from receiving any payments under this Consent Decree. Any individual may choose not to file a Claim Form, or may choose to opt-out of the Settlement Fund if he is dissatisfied with the award made by the EEOC, and exercise his rights to file a charge or sue that may otherwise be available by law. This Decree shall not extinguish the claims of persons with otherwise timely claims who choose not to participate in the benefits afforded by the Decree.

29. Within seventy-five (75) days after the deadline for receipt by EEOC of returned Claim Forms, EEOC shall make its determinations as to:

- (a) the eligibility of each claimant who has timely submitted a Claim Form to EEOC, and
- (b) the amount, if any, to be awarded to each Eligible Claimant.

These preliminary determinations as to eligibility and the amount to be awarded to an Eligible Claimant are subject to change based on:

- (c) whether and the extent to which EEOC's determinations as to eligibility are modified upon review by the Court;
- (d) the amount of additional interest, after expenses, that has accrued to the Settlement Fund between the date on which EEOC renders its determinations pursuant to this paragraph and the date on which the Settlement Fund is actually distributed to Eligible Claimants.

30. Within seventy-five (75) days after the deadline for receipt by EEOC of returned Claim Forms, EEOC shall mail to each person from whom it has received a Claim Form a letter containing the following information:

- (a) whether he has been designated an Eligible Claimant;
- (b) if so designated, the amount, if any, which EEOC has assigned to him, and an opportunity to object to EEOC's determinations in accordance with the provisions of this Decree.

31. Any claimant whose Claim Form is timely received by EEOC and who desires to object to an EEOC determination concerning eligibility or award amount may do so by submitting to EEOC, within thirty (30) days after the date of mailing of EEOC's determination, a written Objection. Any such written Objection must state the basis for the objection, the amount which the claimant believes he should have been awarded, and the specific reasons for such objection. Within two (2) weeks after receipt of such written objection, EEOC shall review its determination as to eligibility and/or the award amount for the objecting claimant, and either modify its determination or deny the objection and submit the Objection to the Court.

32. Claim Forms and Objections received by EEOC shall be treated as confidential and not disclosed to Long Prairie Packing or any other person or entity, except that such Claim Forms and Objections may be submitted confidentially to the Court in accordance with the claims process set forth in this Decree. To the extent that the EEOC wishes to speak with any current employee of Long Prairie it may contact him or her by leaving a message at 1-800-747-3000. The employee will be allowed to return the telephone call at a time that minimizes the disruption of Long Prairie's business, and speak to the EEOC privately.

33. The Court shall have final authority to approve all awards, and shall review awards made to Eligible Claimants by the EEOC based on whether the EEOC's determination constituted a gross deviation from the criteria reflected in paragraphs 23 and 25 above. Such reviews shall be summary in nature, and may be completed based on written submissions.

34. Notification of Final Distribution Amount and Release of Claims. Within twenty-one (21) days after Court approval of a proposed award to an Eligible Claimant, the EEOC shall mail to the Eligible Claimant a letter notifying him of the amount of his award, and further notifying each Eligible Claimant that in order to receive any monetary payments under this Decree, he must first execute and deliver to the EEOC a Release (a copy of which is attached hereto as Exhibit B). The letter will inform each Eligible Claimant that such Release must be signed and returned to EEOC so that it is actually received by EEOC no later than thirty (30) days after the date on which EEOC mailed the Releases to such individuals.



35. Any Eligible Claimant whose executed release is not actually received by the EEOC within thirty (30) days after the date the EEOC mailed such release to the eligible Claimant will be ineligible for and forever barred from receiving any monetary relief under this Consent Decree.

36. Within fourteen (14) days after the time provided for returning Releases to EEOC has expired, the EEOC shall file with the Court a motion for the Court's approval of the allocation of the Settlement Fund among Eligible Claimants as determined by the EEOC and the Court. In connection with this motion, EEOC shall file, under seal, a final settlement distribution list which shall contain the name, address and Final Gross Settlement Amount for each Eligible Claimant, as well as a copy of the Release signed by each Eligible Claimant.

37. Within fourteen (14) days after the Court enters an Order approving EEOC's proposed allocation of the Settlement Fund, the Payment Agent shall be directed to pay the awards authorized by the Court to each Eligible Claimant. The EEOC shall provide the original signed releases to Long Prairie Packing's counsel and the Payment Agent shall then draw on the Settlement Fund checks in the net amounts calculated by the Payment Agent, and shall mail such checks to the addresses provided by EEOC for the Eligible Claimants. The Payment Agent shall report all payments on Form 1099. The EEOC also shall provide to the Payment Agent the Social Security Number of each Eligible Claimant and other information that the Payment Agent may reasonably require in order to enable it to fulfill requirements to provide and file informational tax returns (Forms 1099). Simultaneously, the Payment Agent shall send to the EEOC a listing of each payee's name, and the check amount. The Payment Agent shall promptly notify EEOC in writing of any checks that are returned or are not cashed after a period of thirty (30) days has elapsed from the date on which the settlement checks were mailed by the Payment Agent. EEOC may take, at EEOC's expense, subject to reimbursement from the fund, further steps to reach those Eligible Claimants who did not receive and/or deposit their settlement checks.

38. Long Prairie Packing shall pay all costs associated with the mediation leading to this Consent Decree, and from funds separate and apart from the Settlement Fund.

#### Non-Monetary Relief

39. Long Prairie Packing affirms the following "Statement of Zero-Tolerance Policy and Equality Objectives":

Long Prairie Packing Company, Inc. is firmly committed to developing and maintaining a zero-tolerance policy concerning sexual harassment, gender-based harassment, disability-based harassment, and retaliation against individuals who report harassment in the company's workplace; to swiftly and firmly responding to any acts of sexual or gender-based harassment or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter acts of sexual or gender-based harassment or retaliation; to eradicating any

vestiges of a work environment that is sexually-hostile to men; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people. This paragraph does not create any contractual causes of action or other rights that would not otherwise exist.

#### Specific Non-Monetary Relief

40. In order to effectuate the objectives embodied in Long Prairie Packing's Statement of Zero-Tolerance Policy and Equality Objectives and this Decree, Long Prairie Packing shall make whatever specific modifications are necessary to its existing policies, procedures and practices in order to ensure that the following policies, procedures and practices are in effect:

(a) Sexual Harassment Policy. Long Prairie Packing agrees that it shall revise its sexual harassment policy, as necessary, in order to:

- (1) provide examples to supplement the definitions of sexual harassment and disability-based harassment, including relevant examples;
- (2) include strong non-retaliation language with examples to supplement the definition of retaliation, and provide for substantial discipline up to and including termination for incidents of retaliation;
- (3) provide that complaints of sexual harassment, gender-based harassment and/or retaliation will be accepted by Long Prairie Packing in writing and orally;
- (4) provide a timetable for reporting illegal harassment, for commencing an investigation after a complaint is made or received and for remedial action to be taken upon conclusion of an investigation; and
- (5) indicate that, promptly upon the conclusion of its investigation of a complaint, Long Prairie Packing will communicate to the complaining party whether the allegations were or were not substantiated.

(b) Complaint Procedures.

(1) Long Prairie Packing agrees that it shall revise its complaint procedure as necessary to ensure that it is designed to encourage employees to come forward with complaints about violations of its sexual harassment policy. As part of this policy, Long Prairie Packing agrees that it shall provide its employees with convenient, discreet, and reliable mechanisms for reporting incidents of sexual harassment, disability-based harassment and retaliation. Long Prairie Packing

agrees that it shall designate Human Resources professionals with the responsibility for investigating such issues. Their names, responsibilities, work locations and telephone numbers shall be routinely and continuously posted. Additionally, as part of its complaint procedure, Long Prairie Packing agrees that it shall maintain in the plant the presence of personnel charged with handling complaints of sexual harassment, disability-based harassment and retaliation.

(2) Long Prairie Packing agrees that it shall revise its policies as necessary to enable complaining parties to be interviewed by Long Prairie Packing about their complaints in such a manner that permits the complaining party, at such party's election, to remain inconspicuous to other employees in such party's work area. Long Prairie Packing agrees that its complaint procedure shall not impose upon individuals seeking to make a complaint alleging sexual harassment, disability-based harassment and/or retaliation any requirements that are more burdensome than are imposed upon individuals who make other complaints of comparable gravity.

(3) Long Prairie Packing agrees that it shall revise its complaint handling and disciplinary procedures as necessary to ensure that all complaints of sexual harassment, disability-based harassment and/or retaliation are investigated and addressed promptly. Specifically, Long Prairie Packing agrees that it shall make best efforts to investigate all complaints of sexual harassment, disability-based harassment and/or retaliation promptly and to complete investigations in a timely manner. Long Prairie Packing will further make best efforts to prepare its written findings of the results of each investigation and take the appropriate actions, if any, promptly.

(4) Long Prairie Packing agrees that it shall make best efforts to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of incidents of sexual harassment, disability-based harassment and/or retaliation, in the spirit of a "zero-tolerance" policy against harassment and retaliation. Long Prairie Packing specifically agrees that its complaint procedure shall include the power, in Long Prairie Packing's sole discretion, to order, during the pendency of the investigation, the immediate transfer of persons accused of having violated Long Prairie Packing's sexual harassment policy or of persons who claim to have been victims of such violations, as well as the power to order the permanent transfer or discharge employees found to have violated such policy, and, upon the request of the complaining party, the permanent transfer of any complaining party who is found to have been the victim of a violation of Long Prairie Packing's sexual and disability harassment policy so long as such action is not contrary to terms of any then current collective bargaining agreement.

(c) Policies Designed To Promote Supervisor Accountability.

(1) Long Prairie Packing agrees that it shall impose discipline -- up to and including termination, suspension without pay or demotion -- upon any supervisor or manager who engages in sexual harassment, disability-based harassment, or retaliation, or who permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding

concerning any such conduct. Long Prairie Packing shall communicate this policy to all of its supervisors and managers.

(2) Long Prairie Packing agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's sexual and disability harassment policy, and to report any incidents and/or complaints of sexual harassment, disability harassment and/or retaliation of which they become aware to the individuals charged with handling such complaints.

(3) Long Prairie Packing agrees that it will complete its current revision of the supervisor appraisal process to include performance evaluations for the handling of equal employment opportunity ("EEO") issues as an element in supervisor appraisals, and to link such evaluations directly to supervisor salary/bonus structure.

(4) Long Prairie Packing agrees that it shall include "commitment to equal employment opportunity" as a criterion for qualification for supervisory positions.

(d) Sexual and Disability Harassment Training.

(1) Long Prairie Packing agrees that it shall continue to provide mandatory annual sexual and disability harassment training to all supervisors; to provide mandatory sexual harassment training to all new employees during employee orientation; to provide mandatory sexual harassment training to all senior management officials; to provide mandatory sexual and disability harassment training for all employees of Long Prairie Packing who are assigned to work at Long Prairie Packing; and to provide training to all persons charged with the handling of complaints of sexual harassment, disability-based harassment and/or retaliation related thereto conducted by experienced sexual harassment educators and/or investigators to educate them about the problems of sexual and disability harassment in the workplace and the techniques for investigating and stopping it. Sign-in sheets shall be maintained of all such training, and the EEOC shall be provided with information relating to the credentials of all persons providing the training, two-weeks advance notice of the training, and the right to attend the training as an observer.

(2) Long Prairie Packing agrees that it shall require a senior management official to introduce all sexual and disability harassment training to communicate Long Prairie Packing's commitment to its Statement of Zero-Tolerance Policy and Equality Objectives.

41. Long Prairie Packing shall be responsible for the implementation of all non-monetary relief under the terms of this Decree, except as otherwise provided herein. Long Prairie Packing shall not be precluded from developing and implementing its own programs or policies as it may find appropriate.

Posting of Notice

42. Within fourteen (14) days after entry of this Decree, Long Prairie Packing shall post a notice in the form of Exhibit C attached to this Decree in prominent and conspicuous locations throughout its facility in Long Prairie, Minnesota. The notice shall remain posted until expiration of the time for receipt of Claim Forms by the EEOC. In the event that the persons and/or departments to whom individuals should make complaints alleging sex-harassment, disability-based harassment and/or retaliation change such that the information contained on the Notice is no longer accurate, Long Prairie Packing shall immediately notify EEOC, who shall then prepare and deliver to Long Prairie Packing a new notice that contains the correct information. Long Prairie Packing shall thereupon promptly replace the old notices with the revised notices.

#### Dispute Resolution

43. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party fifteen (15) 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 fifteen (15) business days, the complaining party may apply to the Court for appropriate relief. In the event that, upon the expiration date of this Decree, a dispute is pending pursuant to this paragraph, then the term of this Decree shall be extended, with respect to the issue in dispute only, until such time as such dispute is resolved by the Parties or the Court.

#### Enforcement of Decree

44. The EEOC and Long Prairie Packing shall use their best efforts to effectuate the terms of this Decree.

45. Only the EEOC and Long Prairie Packing shall have the authority to seek the judicial enforcement of any aspect, term or provision of this Decree and may take appropriate measures to effectuate enforcement of this Consent Decree and any of its terms or provisions. Any suits brought to enforce this Decree shall be brought in federal district court in Minnesota. Eligible Claimants and others shall have no independent right to enforce any of the terms of this Decree.

46. The EEOC shall maintain accurate records regarding all claims submitted for a period of three (3) years following expiration of this Consent Decree.

47. The Court will take whatever measures it deems appropriate and reasonable to effectuate the enforcement of the terms of this Decree.



### Confidentiality

48.

(a) The EEOC, Long Prairie Packing, and all individuals who submit a Claim Form, shall keep confidential the names of all Eligible Claimants, the gross and net sums that each was offered or received, the nature of the claims and the facts alleged in support of such claims, except as expressly required by this Consent Decree (such as provisions requiring that certain information be provided to the Payment Agent), or as required by law or process of law. The EEOC shall also hold confidential the settlement amounts received by those persons who have settled claims against Long Prairie Packing under the auspices of the EEOC settlement efforts.

(b) Notwithstanding the above, the EEOC may refer persons to the public record, and upon request produce documents from the public record, and use facts within its knowledge to resolve charges and administer the claims process set forth herein. The EEOC specifically agrees that it will not produce any of its written work product with regard to this matter to any third person. Subject to paragraph (a) above the EEOC may comment on this case in seminars occurring in the ordinary course.

49. The EEOC agrees that it will disclose to Long Prairie Packing, periodically at 45-day intervals, commencing with the submission of the first claim form, the number of persons who have submitted claim forms or who are otherwise being considered for payment by the EEOC, and the number of claims that have been allowed and disallowed and the amounts of each claim paid.

### Other General Provisions

50. Computation of Time Periods. In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure.

51. Counterparts. This Decree may be executed in one or more counterparts, and each executed copy shall be deemed an original which shall be binding upon all parties hereto.

52. Persons Bound By Decree. The terms of this Consent Decree are and shall be binding upon the EEOC and Long Prairie Packing, and upon all of their present and future representatives, agents, directors, officers, assigns and successors of Long Prairie Packing.

53. Notices. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:

For Long Prairie Packing:



Lloyd B. Zimmerman  
Senior Trial Attorney  
Equal Employment Opportunity Commission  
Minneapolis Area Office  
330 Second Avenue South, Suite 430  
Minneapolis, Minnesota 55401

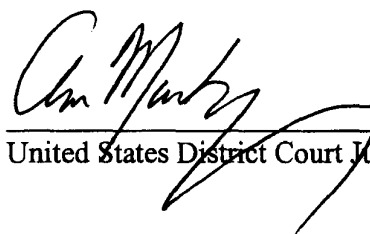
Dominick V. Driano, Jr.  
Vice President, Human Resources  
Long Prairie Packing  
P.O. Box 148  
Long Prairie, Minnesota 56347

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission.

54. Construction. The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one party rather than another.

55. Integration. This Decree constitutes the entire agreement between Long Prairie Packing and the EEOC hereto with respect to the matters herein and it supersedes all negotiations, representations, comments, contracts, and writings prior to the date of this Consent Decree.

SO ORDERED, ADJUDGED AND DECREED this 12<sup>th</sup> day of August, 1999.

  
United States District Court Judge

FOR EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION:


C. GREGORY STEWART  
General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel  
1801 L Street N.W.  
Washington, D.C. 20507


**FOR EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION:**

**C. GREGORY STEWART**  
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**GWENDOLYN YOUNG REAMS**  
Associate General Counsel  
1801 L Street N.W.  
Washington, D.C. 20507

  
Reuben Daniels Jr.  
Regional Attorney

**Milwaukee District Office**  
310 W. Wisconsin Avenue, Suite 800  
Milwaukee, Wisconsin 53203-2292  
(414) 297-1860

  
Lloyd B. Zimmerman  
Senior Trial Attorney  
330 Second Avenue South, Suite 430  
Minneapolis, Minnesota 55401  
(612) 335-4046

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Reuben Daniels Jr.  
Regional Attorney

Dennis R. McBride  
Supervisory Trial Attorney

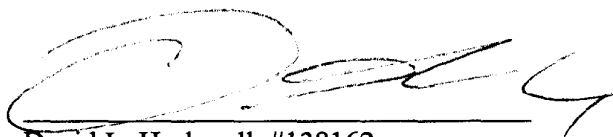
Milwaukee District Office  
310 W. Wisconsin Avenue, Suite 800  
Milwaukee, Wisconsin 53203-2292  
(414) 297-1860

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Lloyd B. Zimmerman, # 12008X  
Senior Trial Attorney  
330 Second Avenue South, Suite 430  
Minneapolis, Minnesota 55401  
(612) 335-4046

Agreed to in form and content:

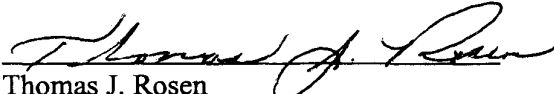
FOR DEFENDANT LONG PRAIRIE PACKING  
COMPANY, INC.:



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David L. Hashmall, #138162  
Karen G. Schanfield, #96350  
Felhaber, Larson, Fenlon & Vogt  
601 Second Avenue South, Suite 4200  
Minneapolis, Minnesota 55402-4302

(612) 339-4121

  
Thomas J. Rosen  
Chief Executive Officer

ATTENTION: ALL MEN WHO WERE EMPLOYED BY LONG PRAIRIE PACKING, INC., IN LONG PRAIRIE, MINNESOTA AT ANY TIME BETWEEN JANUARY 1, 1996, AND JUNE 22, 1999.

On \_\_\_\_\_, United States District Judge \_\_\_\_\_ approved a consent decree settling a lawsuit between the United States Equal Employment Opportunity Commission ("EEOC") and Long Prairie Packing Company, Inc. **The decree involves no judicial finding of liability or wrongdoing, and Long Prairie Packing Company denies any violation of law or wrongdoing.** The Decree establishes a settlement fund for the benefit of men who complete a claim process administered by the EEOC and whom the EEOC determines:

(1) \_\_\_\_\_ worked at Long Prairie Packing Company, Inc. at any time between January 1, 1996, and June 22, 1999, and

(2) \_\_\_\_\_ were men subject to sexual harassment by men based on their gender and/or harassment based upon disability, or were men retaliated against because they opposed gender or disability-based harassment or participated in any proceeding relating to a complaint of harassment based on gender and/or disability or retaliation.

Sexual or disability-based harassment includes verbal and/or physical intimidation, ridicule, and insult, based on gender and/or disability, that is severe or pervasive and creates an abusive work environment. The Consent Decree results from a lawsuit filed by the EEOC alleging that such conduct occurred; the company denied the claims and did not admit to any wrongdoing. The matter was settled by agreement between the EEOC and Long Prairie Packing. The EEOC will evaluate your claim on a confidential basis.

If you believe you may be eligible to participate in the settlement, or are unsure and would like more information, please send a confidential letter to the EEOC with a brief description of your experience. Print your name, address, phone number, and social security number. If you had a different name when you worked at Long Prairie Packing Company, Inc., also state the name you had when you worked there. Send the letter to:

Lloyd B. Zimmerman  
Senior Trial Attorney  
Equal Employment Opportunity Commission  
Minneapolis Area Office  
330 Second Avenue South, Suite 430  
Minneapolis, MN 55401

**A confidential claim form will be mailed to you. Your written request for a claim form must be actually received by the EEOC on or before \_\_\_\_\_, 1999, or you may give up any right you may have under this settlement.**

**[EXHIBIT A to Consent Decree  
Notice and newspaper notice of settlement]**

**RELEASE OF CLAIMS**

1. **RELEASE.** In consideration for the sum (the "*Final Gross Settlement Amount*") paid to me by Long Prairie Packing Company, Inc., pursuant to the terms of the consent decree (the "*Consent Decree*") entered by the Court, I hereby release and forever discharge Long Prairie Packing Company, Inc., its successors, assigns, directors, officers, agents, representatives, servants and employees from all claims, demands, causes of action or liabilities which I now have or have had against Long Prairie Packing Company, Inc. arising under or related to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII"), the Americans with Disabilities Act, and/or the Minnesota Human Rights Act, Minn. Stat. Ch. 363, et seq., for sexual harassment based on my gender and/or disability, or retaliation for opposing sexual or disability-based harassment; provided, however, that this Release shall not operate to release, waive, or otherwise inhibit the right of EEOC to enforce the terms and conditions of the *Consent Decree*, and, further provided, that nothing in this Release shall be construed as a waiver of any rights or claims I may have arising after the date of the *Consent Decree* or for any claims, demands, causes of action or liabilities that I now have or have had against Long Prairie Packing Company, Inc. other than for sexual harassment based on my gender and/or harassment based upon disability, or retaliation for opposing sexual and/or disability-based harassment.

2. **TAXES ON FINAL GROSS SETTLEMENT AMOUNT.** I understand that the *Final Gross Settlement Amount* is for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life and non-pecuniary losses rather than for back pay. I further understand that Long Prairie Packing Company, Inc. or the Payment Agent shall report the *Final Gross Settlement Amount* to the Internal Revenue Service on a Form 1099.



I acknowledge that the *Final Gross Settlement Amount* may be subject, in whole or in part, to federal and state income taxation, and that I am responsible for all taxes owed by me for this payment.

3. **CONFIDENTIALITY.** In consideration for the final gross settlement amount paid to me by Long Prairie Packing Company, Inc. pursuant to this Consent Decree, I agree that I will not, apart from discussions with the EEOC, make any statements or disclosures regarding the existence of or the terms of my claim, the amount of money I received, or the factual allegations which formed the basis for my claim, except that I may tell my attorney, accountant, tax advisor, taxing authority, and/or spouse or as I may be compelled to disclose by law.

4. **NO WAIVER OF FUTURE CLAIMS.** I do not waive any rights or claims that may accrue after the date that I sign this Release.

**THIS IS A RELEASE; READ BEFORE SIGNING**

I, \_\_\_\_\_ expressly warrant and represent that:  
(Please Print)

(a) I have carefully read the terms of this Release and am fully aware of its contents and legal effects; and

(b) I sign this Release voluntarily, knowingly and willingly.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Signature of Claimant

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

**[Exhibit B to Consent Decree -- Release]**

## ***Long Prairie Packing Company, Inc.***

### **NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE**

**T**his notice has been posted pursuant to an Order of the Court, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against Long Prairie Packing Company, Inc. in the Federal District Court for the District of Minnesota. The Consent Decree resolves EEOC's claims of sexual and disability-based harassment against Long Prairie Packing and enjoins Long Prairie Packing from certain conduct prohibited by law. **The Consent Decree was entered into voluntarily by Long Prairie Packing and does not represent a finding or admission that the company has violated the law or engaged in any wrongdoing.**

**F**ederal law and the Consent Decree prohibit harassment based on gender and disability or other discrimination against any individual because of his gender or disability.

**F**ederal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any Long Prairie Packing or government investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under law.

**S**hould you have any complaints of discrimination, you should contact your supervisor or the Human Resources Manager, who is Dominick V. Driano, Jr. You may call 1 (800) 747-3000 or (320) 732-2171. If covered by a collective bargaining agreement, you may also be eligible to file a grievance.

**E**mployees have the right to bring complaints of discrimination, including sexual harassment, to the United States Equal Employment Opportunity Commission, Minneapolis Area Office at 330 Second Avenue South, Suite 430, Minneapolis, Minnesota 55401 (612) 335-4040 or (800) 669-4000, or the Minnesota Department of Human Rights.

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**This is an official notice and shall not be defaced by anyone. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.**

**[Exhibit C to Consent Decree — Workplace Notice]**