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12 Attorneys for Defendant

UNITED STATES COURTS
 DISTRICT OF IDAHO

MAY 30 2001

LODGED M. REC'D
 FILED

UNITED STATES COURTS
 DISTRICT OF IDAHO

JUN 15 2001

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 FILED

14 UNITED STATES DISTRICT COURT
 15 DISTRICT OF IDAHO

16 EQUAL EMPLOYMENT OPPORTUNITY)
 17 COMMISSION,)

18 Plaintiff,)

19 v.)

20 J.R. SIMPLOT CO.,)

21 Defendant.)

NO. CIV99-0439-S-BLW

22 [REDACTED]
 23 CONSENT DECREE

I. INTRODUCTION

1. This action originated with discrimination charges filed with the Equal Employment Opportunity Commission in August 1995 by the individuals identified as Charging Parties on Exhibit 1. The Charging Parties alleged that J. R. Simplot Company ("the Company") discriminated against them on the basis of national origin, at its Heyburn, Idaho plant, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. § 2000e et seq, when the Company is alleged to have denied them employment opportunities because they did not pass a written, English-language reading skills test then in use.

2. Following the issuance of Letters of Determination, the Commission filed this action on September 30, 1999. The complaint alleges that the Company used a written test of English language reading skills that had an adverse impact on Hispanic and Asian American employees and applicants.

3. The EEOC and the Company want to settle at this time all claims arising out of the above charges of discrimination and complaint alleging that the reading skills test described in ¶4.2, below, violated Title VII based on national origin and race without expending further resources in contested litigation. The charges filed by the Charging Parties listed on Exhibit 1 are fully and finally resolved by this Decree. Nothing in this Decree precludes the EEOC from processing other charges pending as of the Effective Date of this Decree and those filed in the future alleging violations of Title VII based on national origin or race as to any other selection device used by the Company.

II. DEFINITIONS

4. The following definitions apply to terms used in this Decree:

4.1 The term "Charging Parties" refers individually and collectively to those persons identified in Exhibit 1.

1 4.2 The term "Claimant Groups" describes those individuals of Hispanic or
2 Asian racial or ethnic origin who have been identified by the Company and the EEOC as having
3 (1) failed the reading skills test utilized by the Company as a selection device for hire and
4 promotion into Class 1A/III jobs between 1992 and August 6, 1998, or (2) claimed that they were
5 deterred from taking the reading skills test for Class 1A/III jobs during that same period because
6 they believed that they could not pass that test.

7 4.3 "Claimant" refers to each Charging Party and each member of a Claimant
8 Group who timely returns to the Company a properly completed Proof of Claim Form and
9 Release ("Claim Form") as described in paragraphs 18-21 below.

10 4.4 "Effective Date" refers to the date of entry of this Decree by the Court.

11 **III. NONADMISSION OF LIABILITY**

12 5. This Decree is not an admission of wrongdoing or an adjudication or finding on
13 the merits of the case. The Company specifically denies the alleged violations of Title VII.

14 **IV. GENERAL PROVISIONS**

15 6. Nothing in this Decree shall be construed to limit or reduce the Company's
16 obligation to comply fully with Title VII of the 1964 Civil Rights Act, as amended ("Title VII"),
17 or the regulations promulgated pursuant thereto.

18 7. The Company agrees that there will be no retaliation of any kind against any
19 person who provided information or assistance, filed a charge, participated in any manner in any
20 proceeding or investigation related to this litigation, or received relief pursuant to this Decree.

21 **V. SETTLEMENT FUND**

22 8. The "Settlement Fund Administrator" is the employee identified by the Company
23 to be the internal contact person who will have primary administrative responsibility for
24 implementing the terms of this Decree.

1 9. Within 15 days following the Effective Date of this Decree, the Company agrees to
2 deposit the \$125,000.00 Settlement Fund in an interest-bearing account at an FDIC-insured
3 financial institution. The "Settlement Fund" refers to the monetary fund established by the
4 Company to resolve all monetary claims (including lost wages, back pay, interest, and FICA
5 contributions of employer and employee) of plaintiff, Charging Parties, Claimants, and the
6 Claimant Groups. Of the \$125,000 Settlement Fund, \$70,000 is designated as compensation for
7 lost wages, and the remaining \$55,000 is designated as interest on lost wages. The interest that
8 accrues on the Settlement Fund, pursuant to paragraph 11, below, shall be added to the interest
9 portion of the Settlement Fund and shall be distributed to Claimants.

10 10. The specific amounts of lost wages and interest each Claimant is entitled to
11 receive shall be set forth in a separate Exhibit 5 to be filed with the court on completion of the
12 Claim Form process and computations described below.

13 11. Interest shall accrue on the Settlement Fund at the highest rate available for a
14 deposit of this size for a 180-day certificate of deposit from the date of deposit described in
15 paragraph 9 above until 10 days preceding the mailing date described in paragraph 24 below. If
16 the Settlement Fund is not to be distributed within 10 days following the maturity of the initial
17 certificate of deposit, the Fund shall be deposited into an FDIC-insured interest bearing account
18 pending distribution of the Fund to Claimants. The Company will report the amounts of accrued
19 interest to the EEOC every 60 days following the Effective Date pending distribution of
20 settlement amounts to the Claimants. All accrued interest shall become part of the interest
21 portion of the Settlement Fund.

22 12. In developing a formula for the distribution of the Settlement Fund, the parties
23 will take the following factors into consideration:

- 24 a. The date the Claimant took and failed to pass the reading test at issue,
25 when the test was used as a selection device, either as an employee seeking

1 a promotion/transfer to, or an external applicant applying for, a Class
2 IA/III position.

3 b. The dates of employment, if hired by the Company.

4 c. Whether the Claimant filed a charge of discrimination under Title VII or
5 the Idaho Human Rights Act relating to the reading test being used as a
6 selection device for Class 1A/III positions.

7 d. Whether the Claimant retook the reading test.

8 e. Whether the Claimant successfully passed the reading test after initially
9 failing it.

10 13. The Settlement Fund will be distributed only among those Claimants who submit
11 a valid, executed Claim Form, attached hereto as Exhibit 3, in accordance with paragraphs 18 -
12 20 below. The monetary awards to any individual Claimant as determined by the EEOC are final
13 and are inclusive of all claims for attorneys' fees and costs.

14 **VI. DISTRIBUTION PROCEDURES**

15 14. The Company will identify and designate the Settlement Fund Administrator to
16 (1) identify members of the Claimant Groups entitled to notice and relief under the terms of this
17 Agreement, and (2) distribute the Settlement Fund.

18 15. The parties have developed the formula to determine the individual monetary
19 awards to qualified Claimants. It is attached as Exhibit 4 to this Decree.

20 16. The parties will determine the list of Claimants and the amounts of their
21 individual awards based on the formula they have developed which will include the employer's
22 FICA contribution, back pay, and interest. For each Claimant, the Company will issue two
23 checks: (1) a payroll check in an amount representing back pay, reduced by all payroll
24 withholdings and FICA contributions required by law; and (2) an amount representing interest on
25 back pay, from which no deductions shall be taken. The Company will also timely issue to each

1 recipient an IRS W-2 Form representing back pay payments and an IRS Form 1099 representing
2 interest payments.

3 17. The Company will send the Notice of Settlement and Summary of Claim
4 Procedure ("Notice") and Proof of Claim Form and Release ("Claim Form") attached as Exhibits
5 2 and 3, and disburse the Settlement Fund, pursuant to the Notice and Mailing procedures set
6 forth in this Section VI and in Section VII below. The Company will pay all of the costs
7 associated with the Notice and Mailing procedures. The Settlement Fund shall not be used to pay
8 for any of the costs associated with administration or implementation of this Agreement.

9 **VII. NOTICE PROCEDURE**

10 18. Upon the execution of this Decree, the parties shall file a motion with the court
11 seeking final approval of this Decree and of the proposed Notice and Claim Form. The Notice
12 shall identify a contact person at the Company that Class Members may call to obtain answers to
13 any questions about the settlement. If a Class Member asks a legal question, the Company may
14 then contact the EEOC to provide a response, as appropriate.

15 19. The parties have identified the names of potential Claimants to whom the Notices
16 and the Claim Forms shall be sent. The list of names and addresses is attached as Exhibit 6. Not
17 later than 30 days after the Effective Date of the Decree, the Company shall send by First Class
18 mail to each Charging Party and to each identified potential Claimant at their last known address
19 an English copy and a Spanish translation of:

- 20 a. The Notice of Settlement and Summary of Claim Procedure,
21 attached as Exhibit 2.
22 b. The Proof of Claim Form and Release, attached as Exhibit 3.
23 c. A return envelope with postage prepaid.
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1 To be entitled to payments from the Settlement Fund, Claimants must return the completed
2 Claim Form to the Company within 30 days of the date of this mailing, unless a further mailing
3 to that individual is made as provided in paragraph 21 below. Claim Forms received by the
4 Company more than 30 days from the date of mailing shall be deemed timely if postmarked
5 within the 30-day period and received during the period described in paragraph 21 below.
6 Additional names may be added to Exhibit 6 and included on the Final List of Claimants
7 described in paragraph 23 if they were omitted in error or otherwise qualify as Claimants as
8 determined by the Company and EEOC before the EEOC submits the Final List to the Company.

9 20. Within 60 days of the initial mailing described in paragraph 19 above, the
10 Company's Settlement Fund Administrator shall use reasonable means, including electronic
11 locator services, to help locate any potential Claimant whose mailing was returned to the
12 Company as undeliverable. If a new address is identified by this process, the Company shall
13 repeat the mailing described in paragraph 19 using the Claimant's new address. Such repeat
14 mailing must be made within 30 days following the identification of a new address for a
15 Claimant whose initial mailing was returned as undeliverable. To be considered for payments
16 from the Settlement Fund, the Claimant must return the completed Claim Form to the Company
17 within 30 days of the date of the second mailing. Claim Forms received by the Company more
18 than 30 days from the date of the second mailing shall be deemed timely if postmarked within the
19 30-day period and received within 60 days following the second mailing. An individual who
20 does not timely return the completed Claim Form under paragraphs 19 and 20, regardless of the
21 reason for not making a timely return, shall not be a Claimant under this Decree.

22 21. However, if a Claimant timely returns a Claim Form in which s/he does not
23 provide all of the information requested or has failed to execute the Release, the Company shall
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1 promptly contact such claimant and attempt to cure any such defects. The Claimant shall be
2 required to return a properly completed or executed Claim Form and Release to the Company
3 within 30 days from the date the Company re-sends a Claimant his/her defective Claim Form (or
4 a new one) to be considered timely.

5 22. Within 150 days of the mailing described in Paragraph 19 above, the Company
6 shall provide the EEOC with a list of Claimants who timely returned the Claim Form along with
7 copies of those forms, and a notification as to any Claims Forms that the Company disputes and
8 the reasons for such disputes.

9 23. Within 30 days of the mailing to the EEOC of the documents described in
10 Paragraph 22, the EEOC shall advise the Company of any dispute it has over which Claimants
11 will participate in the distribution of the Settlement Fund. Within the following 15 days the
12 EEOC will provide to the Company the Final List of Claimants to receive payments and the
13 allocation of the payments separately attributable to lost wages and to interest. EEOC shall have
14 the final authority to determine who is a Claimant authorized to receive benefits under this
15 Decree and the amounts of lost wages and interest to be distributed to each Claimant.

16 **VIII. MAILING OF CLAIMANT CHECKS**

17 24. The Company shall mail checks to Claimants on the Final List provided under
18 paragraph 23 above within 21 days following the Company's receipt of the Final List from the
19 EEOC. Checks shall be mailed by first class mail to the address provided by the Claimant on the
20 Claim Form.

21 24.1. Within 5 days of mailing the checks, the Company will verify the mailing
22 by providing to the EEOC a list of the Claimants and addresses to whom the checks were mailed
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1 with the amounts of those checks, copies of the checks, and a Declaration of the Settlement Fund
2 Administrator attesting that the Company mailed the checks in compliance with the Decree.

3 24.2. If any check is returned as undeliverable or unclaimed, the Company will
4 notify the EEOC within 7 days. The Settlement Fund Administrator shall attempt to locate any
5 such Claimant, including use of electronic locator services. The Company will hold all such
6 checks for a period of 60 days during which time they may be claimed by the Claimants to
7 whom they are payable. If a Claimant has not negotiated any check within 180 days following
8 the mailing of the checks under paragraph 24, the funds represented by such checks shall be
9 forfeited and shall be donated by the Company to a charitable organization mutually agreeable to
10 the parties identified in Exhibit 7. The Notice shall notify potential Claimants of the possible
11 forfeiture of their monetary relief if they fail to timely negotiate any check awarded to them or
12 their failure to timely return a properly completed and executed Claim Form. Appropriate
13 reports shall be made to the Commission under paragraph 33.4 below.

14 25. Individuals receiving payments under the Decree bear the ultimate
15 responsibility for the tax consequences of the payments received. The Notice of Settlement of
16 Claim Procedure will notify them of this responsibility.

17 **IX. INJUNCTIVE RELIEF**

18 **A. TRAINING AND AWARENESS PROGRAM**

19 26. To further the purposes and requirements of this Decree, the Company will
20 provide training to all management and supervisory employees in the Heyburn plant with
21 responsibility over Class I and Class III employees, including the Human Resources Department
22 at the Heyburn plant regarding its obligations under the Decree to implement the Priority Hiring
23 List of paragraphs 30 and 31, below.

1 27. The objectives of this training will be to: (1) convey the Company's commitment
2 to the policy of the Priority Hiring List as provided by paragraphs 30 and 31, below; (2) provide
3 information and guidance on how to carry out that policy; and (3) provide instruction on equal
4 employment opportunity principles under Title VII with a focus on national origin discrimination
5 in hiring and promotion.

6 28. The Company may develop this training according to its needs, subject to a prior
7 review of the training outline by EEOC. The Company will provide information concerning the
8 scheduled training locations, dates, and times to the EEOC.

9 29. The Company is committed to conducting supervisory training on employment
10 issues. This Decree requires the company to conduct two such training sessions during the
11 pendency of the decree. However, the EEOC acknowledges and credits one training session that
12 was conducted just prior to the commencement of this action. Thus, the Company shall be
13 required to conduct one additional training session not later than one year after the Effective Date
14 of this Decree.

15 **B. JOB OPPORTUNITIES**

16 30. The Company will create a Priority Hiring List for those Claimants who express
17 their interest in employment in Class III positions at the Company's Heyburn, Idaho plant by so
18 indicating in the space on the Claims Form (Exhibit 3). Hiring opportunities are limited by job
19 openings occurring in Class III positions and the seniority/job posting and bidding requirements
20 under the Company's collective bargaining agreement. The parties agree that, as a prerequisite to
21 obtaining Class III employment with the Company, Claimants must demonstrate their ability to
22 perform the essential functions of the job at issue, including the successful completion of the
23 current selection device, the Work Keys test. The Company shall give all interested Claimants
24
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1 first opportunities for placement into Class III job openings as they occur and, to the extent
2 consistent with job posting/bidding requirements under the terms of the collective bargaining
3 agreement between the Company and the Grain Millers Union, consider any interested incumbent
4 Claimants prior to considering other internal candidates. If no qualified internal applicants apply
5 for the position or accept an offer, the Company shall consider former employee Claimants and
6 any interested external applicant Claimants prior to considering other external applicants. The
7 Company will continue to consider such Claimants for each subsequent opening until the first to
8 occur of (1) the Claimant indicates s/he is no longer interested in the position, or (2) s/he declines
9 an offered Class III job.

10 31. Each Claimant who desires such employment with the Company will be subject
11 to its standard hiring process and eligibility requirements.

12 **X. REPORTING AND RECORD KEEPING**

13 32. The reports to be submitted by the Company on a periodic basis as provided in
14 this paragraph will be forwarded so as to arrive at the Commission within 60 days after the close
15 of the reporting period.

16 33. The Company will provide the Commission with the following items:

17 33.1. An annual report that includes the name, race/ethnic origin, date of
18 application, social security number, last known address of external applicants who applied for,
19 and incumbents who sought promotion to, Class III positions at the Heyburn plant during the
20 reporting period and whether or not hired or promoted and if rejected, the reason(s) for rejection.
21 The first report shall be due within 60 days of the one-year period following the Effective Date of
22 this Decree. The second report shall be due within 60 days of the two-year expiration date of the
23 Decree.

1 33.2. A report providing the reason(s) for rejecting Claimants who expressed an
2 interest in priority job placement under paragraphs 30 and 31 above.

3 33.3. A report identifying any changes in testing instruments the Company has
4 used during the previous reporting period in the selection of internal and external applicants for
5 Class III positions at its Heyburn facility.

6 33.4. A report on the distribution of the Settlement Fund and the allocation and
7 donation of any forfeited funds under paragraph 24.2 above.

8 33.5. A report identifying Claimants whose settlement checks were returned to
9 the Company as undeliverable and the Company's attempts to locate the Claimants and resend
10 the checks.

11 34. After the expiration of this Decree, records will be maintained by the Company as
12 required by law and Commission regulations.

13 **XI. DISPUTE RESOLUTION PROCEDURES**

14 35. The Commission shall have the right to initiate an action pursuant to the Court's
15 continuing jurisdiction for an unresolved dispute or for non-compliance with any provision of the
16 Decree, as follows:

17 35.1. If the EEOC believes that there is an issue to resolve, it shall promptly
18 give notice, in writing, to the Company regarding (1) the specific provision which it believes has
19 not been met, and (2) a complete factual statement of the issue.

20 35.2. The parties shall promptly undertake efforts to resolve the areas of dispute
21 or alleged non-compliance, through meetings, mediation, or other appropriate means for a period
22 not to exceed thirty (30) days.

23 35.3. If the EEOC determines that efforts to resolve the matter have failed, it
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1 shall notify the Company in writing of such failure to resolve the matter and may move the Court
2 to enforce the terms of this Decree.

3 **XII. AMENDMENTS TO DECREE**

4 36. This Decree may be modified by mutual written agreement between the
5 Commission and the Company, or by motion to the Court. Any modification to the Decree is
6 subject to approval by the Court.

7 **XIII. DURATION OF DECREE**

8 37. This Decree will become effective on the date entered by the United States
9 District Court for the District of Idaho, and it will remain in effect for a period of two (2) years
10 commencing on the Effective Date of this Decree and terminating one hundred eighty (180) days
11 following the second anniversary of the Effective Date. If the EEOC petitions the Court for
12 enforcement of the terms of the Decree, and the Court finds there has been a violation, the Court
13 has the authority to extend the duration of the Decree.

14
15 **XIV. RETENTION OF JURISDICTION**

16 38. The United States District Court for the District of Idaho shall retain jurisdiction
17 over this matter for the duration of the Decree.

18 IT IS SO ORDERED AND DECREED.

19 Dated this 15th day of June, 2001.

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21 
22 B. LYNN WINMILL
23 UNITED STATES DISTRICT JUDGE
24
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1 Agreed:

2 For the Equal Employment Opportunity
3 Commission

For J. R. Simplot Company

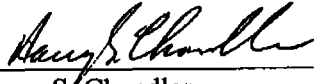
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5 

A. Luis Lucero, Jr.

6 Barbara J. Standal

7 John F. Stanley

Wesley Katahira



Harry S. Chandler

Stoel Rives LLP

8 Equal Employment Opportunity
9 Commission

EXHIBIT 1

List of Charging Parties and Charge Numbers

| | <u>Name</u> | <u>EEOC No.</u> | <u>IHRC No.</u> |
|-----|--------------------|-----------------|-----------------|
| 1. | Delia Arteaga | 38C950342 | E-0896-049 |
| 2. | Benita Barnes | 38C950331 | E-0896-038 |
| 3. | Edelmira Ceja | 38C950337 | E-0896-044 |
| 4. | Adela Granillo | 38C950328 | E-0896-035 |
| 5. | Alicia Juarez | 38C950350 | E-0896-058 |
| 6. | Dora Labra | 38C950329 | E-0896-036 |
| 7. | Magdalena Martinez | 38C960036 | E-1195-125 |
| 8. | Maria Martinez | 38C950334 | E-0896-041 |
| 9. | Carmen Ortiz | 38C950336 | E-0896-043 |
| 10. | Rita Palomo | 38C950330 | E-0896-037 |
| 11. | Raquel Villagomez | 38C950333 | E-0896-040 |

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

vs.)

J. R. SIMPLOT COMPANY,)

Defendant.)

Case No. CIV99-0439-S-BLW

NOTICE OF SETTLEMENT AND
SUMMARY OF CLAIM PROCEDURE

NOTICE: THIS NOTICE AND THE ENCLOSED CLAIM FORM ARE IMPORTANT LEGAL PAPERS. IF YOU QUALIFY, YOU MAY RECEIVE A PAYMENT OF MONEY AND MAY BE CONSIDERED FOR A CLASS III JOB AT SIMPLOT'S HEYBURN, IDAHO PLANT UNDER A SETTLEMENT AGREEMENT THAT HAS BEEN APPROVED BY THE COURT. IF YOU FAIL TO FILL OUT AND RETURN A CLAIM FORM WITHIN 30 DAYS AFTER _____, 2001, YOU WILL NOT RECEIVE ANY PAYMENT OF MONEY OR BE CONSIDERED FOR HIRE OR PROMOTION TO A CLASS III JOB UNDER THIS SETTLEMENT.

1. Background. On September 30, 1999, the United States Equal Employment Opportunity Commission ("EEOC") sued the J.R. Simplot Company ("the Company") regarding the English-language reading test that it used for hiring and promotion into Class 1A/III positions (linepersons) at the Company's Heyburn, Idaho plant. The test was used between 1992 and August 1998. EEOC claims that the reading test discriminated against

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 1

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EXHIBIT 2

Hispanics and Asian-Americans because of their race/national origin in violation of Title VII of the Civil Rights Act of 1964. EEOC and the Company have identified you from Company records. If you qualify, you may receive a payment of money from the Company and may be hired or promoted into a Class III position. There are two ways to qualify if you are of Hispanic or Asian race or national origin. One way is if you applied for a Class 1A/III position at the Company's Heyburn plant between 1992 and August 1998 and failed to pass the reading test. The second way for you to qualify is if you did not take the reading test because you believed that you could not pass it.

2. Settlement. The EEOC and the Company have now agreed to settle the dispute with a Consent Decree to avoid further costs and delay that would result if they continued with the case. The United States District Court for the District of Idaho has approved this settlement and Consent Decree. As part of the settlement, the Company has agreed to pay a total of \$125,000 to be divided among all persons who qualify, as noted above, called "Claimants." The amount of money that a Claimant may receive will be decided later and will include payment for lost wages (called back pay) and interest on those lost wages. Claimants who may receive payment include those who filed charges of discrimination with the EEOC based on the reading test; those who were denied a Class 1A/III lineperson job because they did not pass the reading test; and those who did not take the reading test because they believed that they could not pass the test.

3. Money Payments. The amount of money you may receive will depend on how many other Claimants also receive payments and cannot be decided until after all Claims

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 2

Forms have been reviewed by the EEOC and the Company. The Court has already approved how the EEOC and the Company will decide if a person receives any money and how much that person receives. In making that decision, EEOC and the Company will consider: (1) the dates you worked for the Company (if you worked for the Company); (2) the dates you applied for a Class 1A/III lineperson position but were not hired or promoted because of the reading test, (3) the dates you took the reading test, (4) the date you eventually passed the reading test (if you were able to pass the test), and (5) if you never took the reading test, your reasons for not taking the test.

YOU MUST FILL OUT AND RETURN THE CLAIM FORM TO QUALIFY TO RECEIVE ANY MONEY UNDER THE SETTLEMENT AGREEMENT. YOU WILL NOT RECEIVE ANY MONEY IF YOU FAIL TO RETURN A COMPLETED CLAIM FORM. IF YOU RECEIVE ANY MONEY, YOU MUST ALSO CASH THE SETTLEMENT CHECKS WITHIN SIX MONTHS FROM THE DATE YOU RECEIVE THEM. FAILURE TO RETURN THE PROPERLY COMPLETED CLAIM FORM OR TO CASH ANY SETTLEMENT CHECKS RECEIVED WITHIN 180 DAYS OF RECEIPT WILL FORFEIT ANY RIGHTS YOU HAVE TO RECEIVE PAYMENT UNDER THIS SETTLEMENT.

The Company will withhold required payroll taxes from the back pay checks. You will be responsible for all taxes on any payments you receive.

4. Priority Hiring/Promotion. If you are interested in a Class III lineperson job at the Heyburn, Idaho plant, the Company has agreed to consider you for hire or promotion to a Class III job that becomes open during the next two years after _____, 2001. You must check the space on the Claim Form to show that you are interested in a Class III job. The Company will then add your name to a list of persons interested in working as a Class III lineperson. Your name will be added to the list in the order of your Company seniority if you

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 3

are a Company employee; your years of service if you used to work for the Company but are no longer an employee; or your application date if you were not hired by the Company for a Class III lineperson job. You will be hired or promoted, before the Company hires other applicants, if: (1) you indicate your interest in a Class III job by checking the space on the Claim Form; (2) a Class III job opening is not filled by another qualified employee with more Company seniority under the Company's collective bargaining agreement with the Grain Millers Union; (3) you qualify for the Class III job by passing the Work Keys reading test now being used, which is a different test than the one that the Company used from 1992 - 1998; and (4) you meet the hiring standards and eligibility requirements used by the Company.

You do not have to request to be placed on the Hiring List to receive money payments under the settlement. However, you will not be hired or promoted to a Class III job under the Consent Decree if you do not accept a Class III job if offered to you during the two years after _____, 2001.

NOTICE: YOU WILL NOT BE HIRED OR PROMOTED TO A CLASS III JOB UNDER THIS SETTLEMENT IF: (1) YOU FAIL TO FILL OUT AND RETURN A CLAIM FORM WITHIN 30 DAYS FOLLOWING _____, 2001; (2) YOU FAIL TO QUALIFY BY PASSING THE WORK KEYS TEST WITHIN TWO YEARS AFTER _____, 2001; OR (3) YOU DO NOT ACCEPT A CLASS III JOB IF OFFERED TO YOU WITHIN TWO YEARS FROM _____, 2001.

5. Filing a Claim. To receive a money payment in this settlement and to show your interest in a Class III job, you must sign and return a Proof of Claim Form and Release, which is included, within 30 days of the date of this Notice. By signing the Claim Form, you will be giving up all claims of discrimination you may have against the Company under Title

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 4

VII of the federal Civil Rights Act of 1964 or the Idaho Human Rights Act based on your national origin/race/ethnicity regarding the Company's reading test that was used from 1992 to 1998. You must fill out, sign and return your Claim Form in the envelope, that is included, addressed to:

Mr. Tom Martinez
J.R. Simplot Company
Settlement Fund Administrator
P.O. Box 9386
Boise, Idaho, 83707-3386.

6. Mailing Checks/Address Changes. Money payments will not be mailed until approximately March 2002 to give the EEOC and the Company time to notify all persons who are to receive payments, to review all of the Claim Forms received, to locate missing persons and to decide the amounts of money you and others are to receive. If you qualify for money payments, you will receive your checks by first class mail. If you change your address at any time after you return your completed Claim Form, you must fill out the attached Change of Address Form and send it to the Settlement Fund Administrator at the address listed above.

7. Questions? If you have any questions about filing a claim, please contact the Settlement Fund Administrator at the address in paragraph 5. You may also request a copy of the Consent Decree from the Settlement Fund Administrator.

NOTICE: THIS NOTICE AND THE CLAIM FORM ARE IMPORTANT LEGAL PAPERS. IF YOU FAIL TO COMPLETE, SIGN AND RETURN THE CLAIM FORM WITHIN 30 DAYS AFTER _____, 2001 YOU WILL NOT RECEIVE ANY MONEY PAYMENTS OR BE CONSIDERED FOR A CLASS III JOB OPENING UNDER THIS SETTLEMENT.

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 5

DATED this ____ day of _____, 2001.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

STOEL RIVES LLP
Attorneys for J. R. Simplot Company

Wesley Katahira

Harry S. Chandler

NOTICE OF SETTLEMENT AND SUMMARY OF CLAIM PROCEDURE, Page 6

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,

VS.

J. R. SIMPLOT COMPANY,

Defendant.

Case No. CIV99-0439-S-BLW

CLAIM FORM AND RELEASE

INSTRUCTIONS: If you wish to file a Claim in this case to receive a possible money payment, to add your name to the list for possible hire or promotion to a Class III job at the Heyburn, Idaho plant, or both, please answer each question below. You must answer each question, sign and return this Claim Form to the Company (using the enclosed return envelope) before _____, 2001. If you do not return your Claim Form and Release by that date, you will NOT qualify to receive any money payments or be hired or promoted to a Class III job under this Settlement Agreement.

1. Name: _____
2. Social Security Number: _____

CONSENT AND RELEASE, page 1

Bolse-124680.3 0017861-00030

EXHIBIT 3

3. Address: _____
Street

City State Zip Code

4. If you were hired by the Company, the date you were hired:

Month/Day/Year

5. The dates you took the reading test for a Class 1A/III lineperson job:

Month/Day/Year

Month/Day/Year

Month/Day/Year

6. The date you passed the reading test, if you passed:

Month/Day/Year

7. If you did not take the test, please explain why you did not take the test:

| | | |
|----------------------|-----------|----------|
| 8. Are you Hispanic? | Yes _____ | No _____ |
| Asian-American? | Yes _____ | No _____ |
| Caucasian? | Yes _____ | No _____ |
| African American? | Yes _____ | No _____ |
| Native American? | Yes _____ | No _____ |

CONSENT AND RELEASE, page 2

9. Do you want your name to be placed on a list for possible hire or promotion to a Class III job at the Company's Heyburn, Idaho plant during the next two years?

Yes _____ No _____

BEFORE YOU ARE OFFERED A CLASS III JOB, YOU MUST PASS THE WORK KEYS TEST THAT IS NOW BEING USED AND MEET THE COMPANY'S OTHER HIRING REQUIREMENTS. THE COMPANY WILL CONTACT YOU ABOUT SETTING UP A DATE FOR YOU TO TAKE THE WORK KEYS TEST. SEE THE ENCLOSED NOTICE FOR MORE INFORMATION.

RELEASE OF CLAIMS: In consideration of money payments that I may receive from the Settlement Fund and having the opportunity to request that my name be placed on the Priority Hiring List under the Consent Decree in this case, I hereby release and agree not to sue J.R. Simplot Company (its officers, directors, agents, or employees) with regard to any claims I might otherwise have based on national origin, race, or ethnicity discrimination because of the reading test used by the Company between 1992 and 1998 for Class 1A/III jobs at its Heyburn, Idaho plant. This Release includes such claims based on Title VII of the Civil Rights Act of 1964 and the Idaho Human Rights Act. I declare under penalty of perjury that the foregoing is true and correct.

Date

Signature

CONSENT AND RELEASE, page 3

Boise-124680.3 0017861-00030

NOTE: If you move at any time after you return your Claim Form, you must complete and return the enclosed Change of Address form to:

**Mr. Tom Martinez
J.R. Simplot Company
Settlement Fund Administrator
P.O. Box 9386
Boise, Idaho 83707-3386**

If you fail to do so, you may not receive any money payments or be offered a Class III job that you may be qualified for under this Settlement Agreement.

CHANGE OF ADDRESS FORM
EEOC v. SIMPLOT COMPANY

Please use this Change of Address Form if you move after you have returned a completed Proof of Claim Form and Release. You must complete and return this Form so that you may receive any money payments or an offer of a Class III job that you may be qualified for under the Consent Decree in the case of EEOC v. Simplot Company.

Please write or print clearly and return this Form to:

J.R. Simplot Company
Settlement Fund Administrator
P.O. Box ____
Boise, Idaho 837__

Name _____

New Address _____

Street Number

City

State

Zip Code

New Telephone _____

Date At New Address _____

Month/Day/Year

DISTRIBUTION FORMULA

The back pay and interest portions of the Settlement Fund (including interest earned on the Settlement Fund after the deposit under paragraph 9 until 10 days prior to the mailing date described in paragraph 24) shall be distributed among eligible Claimants based on the following formula:

A. Each eligible Claimant shall be assigned points as follows:

1. Each full or partial year of employment at the Company's Heyburn plant ending December 31, 1998 1 point
2. Each attempt to pass the reading test prior to August 6, 1998 1 point
3. Passing the reading test prior to August 6, 1998 after initially failing the test 2 points
4. Filing a charge/complaint under Title VII or the Idaho Human Rights Act regarding the reading test 1 point

B. Each eligible Claimant's points shall be totaled.

C. The sum of all eligible Claimants' points will be aggregated.

D. An individual Claimant's share of each portion of the Settlement Fund (back pay portion and interest portion (pre- and post-Effective Date)) will be determined by the sum of the Claimant's points divided by the aggregate of all Claimants' points, multiplied by the money in that portion of the Fund.

Back Pay Check: (Individual Claimant's points)/(sum of all Claimants' points)

x

\$\$ in back pay portion of Fund

Interest Check: (Individual Claimant's points)/(sum of all Claimants' points)

x

\$\$ in interest portion of Fund

IDAHO HUMAN RIGHTS EDUCATION CENTER

EXHIBIT 7

CERTIFICATE OF MAILING

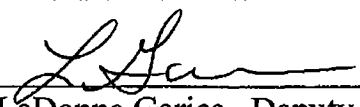
I HEREBY CERTIFY that a true and correct copy of the foregoing was
mailed this 15th day of June, 2001, to the following
parties:

A. Luis Lucero, Jr.
US EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Seattle District Office
909 First Ave #400
Seattle, WA 98104-1061

David E. Spurling
JR SIMPLOT CO.
Legal Department - P.O. Box 27
Boise, ID 83707

Harry S. Chandler
STOEL RIVES
101 South Capitol Blvd, #1900
Boise, ID 83702-5958

Cameron S. Burke, Clerk
United States District Court


LaDonna Garica, Deputy Clerk