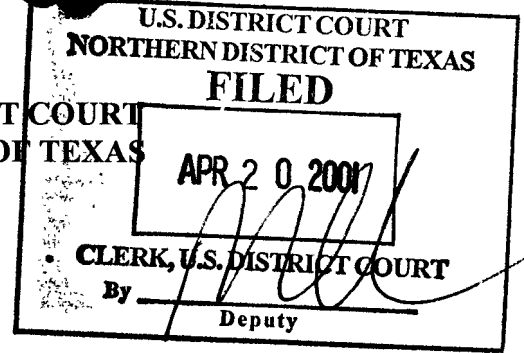


ORIGINAL

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



EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

INTERSTATE BRANDS CORPORATION,

Defendant.

CIVIL ACTION NO.

3-00CV2139-M



CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), and Interstate Brands Corporation ("IBC") in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on September 29, 2001 (Complaint), in Civil Action No. 3-00CV2139-M. The Complaint is based upon a Charge of Discrimination filed by Stephanie Enfield, Charging Party, against the Defendant employer.

The above-referenced Complaint alleges that the Defendant Interstate Brands Corporation, Inc. violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by denying Stephanie Enfield a promotion on the basis of her race, Black. The Defendant employer denies all of EEOC's allegations against the company.

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The EEOC, Ms. Enfield and the Defendant Interstate Brands Corporation 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").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge No. 310-98-1338. This Decree 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 Charge and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charge.

2. The parties agree that this Consent Decree does not constitute an admission by the Defendant of any liability or wrongdoing. The Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended or Title I of the Civil Rights Act of 1991.

3. Defendant Interstate Brands Corporation agrees to make all reasonable efforts to make duty assignments, disciplinary actions and other terms and conditions of employment in a manner that does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991. Defendant will make all reasonable efforts to maintain a workplace environment free from racial discrimination.

4. Defendant Interstate Brands Corporation agrees to distribute its Discrimination

Policy appended hereto as Attachment "A" to each employee under the direct or indirect supervision of Pat Buck, General Manager of the Emporia, Kansas bakery. A copy of Attachment "A" will be enclosed in an envelope containing each employee's paycheck. Also enclosed in each envelope will be a notice stating the following: "This is a copy of Interstate Brands Corporation's discrimination policy. Interstate Brands Corporation reiterates its commitment to providing a workplace free of discrimination of any kind. Please read the policy and keep a copy for your records." This will occur on a one-time basis and must be accomplished within six months after the Consent Decree is entered. New employees will be given a copy of the notice, Attachment "A," within thirty days of their hire. This procedure will remain in effect during the two year pendency of this Consent Decree. The notice, "Attachment A," will remain posted in conspicuous places upon the premises of the affected facilities where notices to employees, applicants for employment, members and trainees are customarily posted during the two year pendency of this Consent Decree.

5. Defendant shall implement Equal Employment Opportunity training regarding policies and procedures related to racial discrimination in the workplace. Within six months after the Consent Decree is entered, Interstate Brands Corporation agrees to conduct Racial Discrimination Training for the following employees of Interstate Brands Corporation: the General Manager of the Emporia, Kansas bakery, Pat Buck; the Retail Sales Manager for the Emporia, Kansas bakery; all managers and supervisors below the Retail Sales Manager for the Emporia, Kansas bakery in the Dallas-Ft. Worth metropolitan area; and all hourly employees in the Dallas-Ft. Worth metropolitan area. The training will advise employees of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will also include a specific discussion or instruction relating to the issue of racial discrimination. The training will inform the employees of the complaint procedure for individuals

who believe they have experienced racial discrimination. The training will advise employees, including supervisors and managers, of the consequences of violating Title VII. The training shall be at least one hour in duration. Within ten (10) days after the training contemplated by this Consent Decree is conducted, Defendant Interstate Brands Corporation agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

6. Defendant Interstate Brands Corporation agrees to remove from all personnel files of Stephanie Enfield all documents, entries and references relating to: the facts and circumstances which led to the filing of her Charge of Discrimination; the Charge itself; and the complaint filed by the EEOC in federal court based upon her Charge. Defendant shall send a report to the EEOC within ten (10) days after expungement, describing the specific items expunged from Stephanie Enfield's personnel file. Defendant Interstate Brands Corporation is entitled to maintain the documents in its law file.

7. Interstate Brands Corporation agrees to provide a neutral employment reference for Stephanie Enfield, in the event that she leaves the company, limited to the dates of her employment, the last position held and the last salary earned and furnish a copy of any neutral reference given in writing.

8. Defendant Interstate Brands Corporation agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

9. Defendant Interstate Brands Corporation agrees to pay Ms. Enfield the amount of

\$26,162.45 less legal deductions for federal taxes and the employee's share of FICA withholding and any other applicable withholdings for state or federal payroll taxes to resolve Ms. Enfield's claim for back pay. Defendant shall pay to Stephanie Enfield \$25,837.55 in a lump sum in compensatory damages.

10. The payment referenced in paragraph 9, above, shall be made twenty (20) days after the date of entry of this Consent Decree by check made payable to Stephanie Enfield as agreed by EEOC and the Defendant. The payment shall be sent by overnight mail to EEOC attorney William C. Backhaus.

11. Defendant Interstate Brands Corporation agrees to report to the EEOC not later than six months of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 4 through 10, above.

12. All reports to the EEOC required by this Decree shall be sent to William C. Backhaus, Trial Attorney, EEOC, third floor, 207 S. Houston, Dallas, Texas 75202.

13. If Defendant Interstate Brands Corporation fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 9-10, above, Defendant Interstate Brands Corporation shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

14. Neither the EEOC, Stephanie Enfield nor Defendant Interstate Brands Corporation shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring

an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant Interstate Brands Corporation fails to perform the promises and representations contained herein. The EEOC shall determine whether Defendant Interstate Brands Corporation has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

15. The EEOC shall not bring further suit or intervene in any suit against Defendant based upon the above-referenced discrimination charge, any of the allegations contained therein, the EEOC's investigation of the charge or the underlying facts.

16. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

17. The term of this Decree shall be for two (2) years.

SO ORDERED, ADJUDGED AND DECREED this 20 day of

April, 2001.

  
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U.S. DISTRICT COURT JUDGE

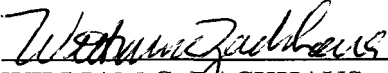
AGREED AS TO FORM AND SUBSTANCE:

Signed this 18 day of April, 2001.

FOR THE PLAINTIFF EEOC

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

SUZANNE M. ANDERSON  
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FOR THE DEFENDANT

w/p J. Randall Coffey  
J. RANDALL COFFEY  
State Bar No.

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