

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

FILED

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

:
: *U.S. District Court*
: *Western District of New York*
:

Plaintiff,

:

-against-

:

Civil Action No.
00-CV-0833(S)(Sc)

EGW TEMPORARIES, INC.,

:

Defendant.

:

-----X

CONSENT DECREE

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PART I

GENERAL PROVISIONS

Section 101 Introduction

The Plaintiff Equal Employment Opportunity Commission ("E.E.O.C." or "Commission") and the Defendant EGW Temporaries, Inc. ("EGW"), Sorrento Cheese, Inc. ("Sorrento"), Festival Salad Corp. ("Festival Salad"), and James Desiderio, Inc. ("Desiderio") have agreed to resolve the above-captioned action by the terms of this Consent Decree ("Decree") as set forth below.

The Commission filed the complaint commencing this "Action" on September 28, 2000 alleging that EGW engaged in unlawful employment practices on the basis of sex and race in violation of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.* ("Title VII"). The complaint was based upon a Commissioner's Charge and Letter of Determination. The Commission asserted that EGW unlawfully coded applicants for employment by race and gender and referred individuals for employment based on their race and gender. Commissioner's Charges and Letters of Determination were also issued to Sorrento, Festival Salad, and Desiderio asserting that these employers had made discriminatory requests to EGW.

The Commission's Action seeks individual and class relief to the harmed individuals who were not referred to positions because of their race or gender from January 1, 1994 through April 30, 1996. The Commission also seeks injunctive relief to insure that there is equal opportunity for all future EGW applicants.

Section 102 Non-Admission of Liability and Commitment to Equal Opportunity

A. By entering into this Decree, EGW, Sorrento, Festival Salad, and Desiderio do not admit that they have violated Title VII, and they deny any such violation.

B. EGW will not refer individuals for employment based on the individual's sex and/or race

and will comply with the requirements of Title VII.

C. EGW, Sorrento, Festival Salad, and Desiderio are hereby enjoined from retaliating against any individual because that individual is a beneficiary of this Decree, or has provided information, assistance, or participated in any other manner in the investigation or litigation of this matter.

Section 103 Purpose of the Decree

This Consent Decree is final and binding between the signatory parties and resolves all issues that were alleged in the Complaint or arising out of E.E.O.C. Charge Numbers 165-97-0519, 165-97-0522, 165-97-0523, 165-97-0524. The terms of this Agreement represent the full and complete agreement of the parties. This Decree in no way affects the E.E.O.C.'s right to process any future charges that may be filed against EGW, Sorrento, Festival Salad, or Desiderio in accordance with standard E.E.O.C. procedures, and to commence civil actions on any such charges. The E.E.O.C. commits it will not commence any civil actions bases on charges that raise claims covered by this lawsuit or Commissioner's Charges.

Section 104 Consent to Jurisdiction

Sorrento, Festival Salad, and Desiderio appear as parties in this lawsuit for purpose of this Consent Decree and its terms only. The Commission, EGW, Sorrento, Festival Salad, and Desiderio agree that this Court has jurisdiction over the subject matter of this litigation and the parties for the duration of this Decree, that venue is proper, and all administrative prerequisites have been met.

Section 105 Provisions of the Decree

A. This Decree constitutes the complete understanding between the Commission, EGW, Sorrento, Festival Salad, and Desiderio with respect to the matters referred to herein. If one or more of the provisions of this Decree are rendered unenforceable, the remaining provisions shall remain

in full force and effect.

B. The Consent Decree shall bind the parties as well as EGW, Sorrento, Festival Salad, and Desiderio's successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which the Defendant may merge or with which it may consolidate.

C. The Consent Decree shall remain in effect for five years from the effective date of the Decree. The Decree shall not expire against any signatory while any enforcement action is pending against that signatory. The Decree shall take effect upon the Court's execution of the Decree.

Section 106 Breach of Decree

The Commission, EGW, Sorrento, Festival Salad, and Desiderio agree to meet and confer regarding any dispute arising from the implementation of this Decree. In the event the parties are unable to resolve this dispute, any action relating to this Decree shall be filed in the Court that approves this Decree. This Decree shall be construed under applicable federal law.

PART II
DEFINITIONS

A. "Potential Claimant" for purposes of this Decree shall mean a Black or Female individual who received a W2 from EGW pertaining to employment with EGW at any time from January 1, 1994 through April, 30 1996 who may submit or has submitted a Claim Form with appropriate information in a timely fashion.

B. "Claimant" for purposes of this Decree shall mean an individual who the Commission has deemed eligible for monetary relief under the Decree.

PART III
SYSTEMIC RELIEF

Section 301 **Internal Posting of "Notice of Resolution of E.E.O.C. v. EGW
Temporaries, Inc."**

Within 10 days of the execution of this Decree, EGW shall conspicuously post and maintain the "Notice of Resolution of E.E.O.C. v. EGW Temporaries, Inc." on E.E.O.C. letterhead, appended hereto as Exhibit "A", in a prominent place where employee notices are posted. This Notice shall remain posted for five years after the date of entry of this Consent Decree.

Section 302 **Training of EGW Hiring Officials**

Within 90 days of the execution of this Decree, EGW agrees to provide training regarding lawful interviewing, screening, and hiring procedures to all employees who are or may become responsible for screening and referral of applicants for employment. The training shall be conducted by an outside contractor selected by the Defendant and approved by the Commission. The American

Staffing Association training course currently being used by EGW is sufficient for this purpose. Defendant shall provide the Commission with an outline of the subject matter of the training for prior approval. Within 10 days of the training, EGW shall provide a dated attendance sheet with the signatures of those in attendance. All new internal employees shall be trained to perform their jobs in accordance with the requirements of Title VII. Equal Employment Opportunity Training shall be conducted internally on an annual basis for the remainder of this Decree. The training shall be conducted, pursuant to this Decree, once in the first year and once in each subsequent year for a total of five sessions. During the five year period covered by the Consent Decree, no later than two weeks after the anniversary of the effective date of the Decree, EGW shall send to the Commission a Report detailing all training conducted in the prior year.

Section 303 Non-Discrimination Policy and Procedure

Within three (3) months of the date of entry of this Decree, EGW shall implement and publish to employees an Anti-Discrimination Policy and Procedure. The policy shall set forth EGW's commitment to equal opportunity in all aspects of employment, and at a minimum, set forth the following: (1) an explanation of prohibited conduct; (2) the assurance that EGW will not retaliate against employees who make complaints of discrimination, who oppose practices they consider to be unlawfully discriminatory, who participate in protected activity or who provide information related to complaints of discrimination; (3) a clearly described complaint process that provides accessible avenues of complaint, including a number of choices of individuals to whom complaints can be made; (4) the assurance that EGW will accept any and all complaints from employees who wish to file complaints internally; (5) the assurance that EGW will not publicize unnecessarily the subject matter of the complaints or the identity of the complainants; (6) a complaint process that provides a prompt, thorough, and effective investigation; (7) the assurance that EGW will take

prompt and appropriate corrective action when it determines that discrimination has occurred; and (8) an explanation that the policy applies to all employees whether working at EGW offices, a client site, or a remote location. The final version of the policy shall be submitted to the Commission for its review and approval prior to its implementation. EGW also agrees that this revised policy will be included in management or employee handbooks distributed in the ordinary course of business to its employees.

PART IV

AFFECTED CLASS RELIEF

Section 401 Monetary Relief

A. In settlement of this lawsuit EGW, Sorrento, Festival Salad, and Desiderio will pay a total of \$335,000.00 (three hundred thirty-five thousand dollars) as set forth below.

B. EGW agrees to pay \$285,000.00 (two hundred eighty-five thousand dollars) into a Claim Fund to be divided among all Claimants qualified for monetary relief who are to be identified by the Commission in accordance with the terms of this Decree.

C. EGW will make arrangements for an interest bearing account for the Claim Fund. Within 14 days of the effective date of this Decree, \$285,000.00 (two hundred eighty-five thousand dollars) shall be placed in this account for the benefit of the Claimants qualified for monetary relief. The Claim Fund will compensate claimant awards including tax related employer contributions to be paid by EGW in connection with the awards.

D. Sorrento agrees to pay up to \$35,000.00 (thirty-five thousand dollars) directly to Redimail or another vendor selected by the E.E.O.C. to pay the costs associated with obtaining current addresses of potential Claimants, preparing and sending mailings to potential Claimants, and the distribution of the Claim Fund checks. Such payment will be made within 30 days of receipt of an

invoice from such vendor. To the extent that these costs are less than \$35,000.00, Sorrento will pay any difference between these costs and \$35,000.00 to an organization in accordance with Section 406, below.

E. Festival Salad agrees to pay \$7500.00 (seven thousand five hundred dollars) directly to Redimail or another vendor selected by the E.E.O.C. to pay the costs associated with obtaining current addresses of potential Claimants, preparing and sending mailings to potential Claimants, and the distribution of the Claim Fund checks. Festival Salad will receive an invoice for \$7500.00 (seven thousand five hundred dollars) from the vendor at the commencement of the vendor's work; the payment by Festival Salad will be made directly to the vendor within 30 days of receipt of an invoice from such vendor.

F. Desiderio agrees to pay \$7500.00 (seven thousand five hundred dollars) directly to Redimail or another vendor selected by the E.E.O.C. to pay the costs associated with obtaining current addresses of potential Claimants, preparing and sending mailings to Potential Claimants, and the distribution of the Claim Fund checks. Desiderio will receive an invoice for \$7500.00 (seven thousand five hundred dollars) from the vendor at the commencement of the vendor's work; the payment by Desiderio will be made directly to the vendor within 30 days of receipt of an invoice from such vendor.

Section 402 Identification of Claimants

A. Notice to Potential Claimants

1. EGW shall provide the E.E.O.C. with the names, last known addresses, and social security numbers, of all Black and Female employees who received a W2 from EGW pertaining to employment at any time from January 1, 1994 through April, 30 1996 to the extent this information is in EGW records. These individuals will constitute the pool of Potential Claimants.

2. The E.E.O.C. will provide a vendor with this information to obtain current addresses. The vendor will mail a Claim Form, annexed as Exhibit B, to each potential Claimant.

B. Filing of Claims by Potential Claimants

1. The Claim Form will be returned to the New York District Office of the E.E.O.C. The Claim Form will explicitly advise all Potential Claimants of their responsibility to fully respond to each question and to keep the Commission apprised of any change in telephone number and address in order to preserve any rights they may have under the Decree. The deadline for returning the Claim Form will be prominently displayed at the top of the Claim Form. All Claim Forms must be postmarked by the 90th day from the date of the mailing to the Potential Claimants.

Section 403 Computation of Award to Potential Claimants

Based on the information provided in the Claim Form and/or subsequent interviews, the Commission shall make all determinations as to eligibility for monetary relief which may include back pay and compensatory damages. The Commission shall divide the Claim Fund accordingly; this will include tax-related employer contributions to be paid in connection with the awards. In the event Claim demand exceeds the monetary amount set in the Claim Fund, awards will be computed on a *prorata basis*. The Commission will retain the Claim Forms and related documentation until the Court approves the distribution.

Section 404 Notice of Status of Claimant

A. Within 90 days after the deadline for filing Claim Forms, the Commission will furnish to the vendor information for preparing a Notification of Claimant Status Form for each Potential Claimant. The Notification of Claimant Status Form will state his or her claimant status, and where appropriate, a proposed award indicating the amount of back pay and/or compensatory damages. The Notification of Claimant Status Form is annexed hereto as Exhibit C.

B. The vendor shall send the Claimant Status Letter to each Claimant by certified mail, with return receipt requested.

C. Potential Claimants will be notified that they have 45 days from mailing of the Claimant Status Letter to submit letters to the Commission challenging their claimant status or the proposed award, and the reasons for their objection. Copies of any objections submitted to the Commission will be submitted to the Court and EGW. The E.E.O.C. will then move the Court, on notice to EGW, to approve the distribution. The E.E.O.C. will provide the Court and EGW with a list of the proposed awards and an explanation of the process used to determine these awards. The Court will then have the opportunity to review and alter the award distribution. This procedure will be the sole means by which claimants may challenge their claimant status, the handling of their claim, and their monetary award.

Section 405 Distribution of Award

A. Within two weeks of receiving the Court's written approval of the distribution, E.E.O.C. will arrange to have the vendor send each Claimant and Potential Claimant E.E.O.C.'s Notice of Award, annexed hereto as Exhibit D, and each Claimant a Release, annexed hereto as Exhibit E. Claimants must return a properly executed Release to EGW by a date set forth in the Notice of Award which will be within 60 days of mailing of the Notice of Award. The vendor shall send the E.E.O.C.'s Notice of Award to each Claimant by certified mail, with return receipt requested.

B. Prior to the deadline for the executed Releases, the E.E.O.C. shall provide EGW with its most current name, social security number, and mailing address for each Claimant, so that EGW will be able to prepare appropriate award checks and thereafter Forms W2 and /or 1099.

C. Within five weeks of the deadline for executed Releases, EGW shall prepare the appropriate award check using the funds in the interest bearing account and a document setting forth

the statutory deductions to each Claimant who has submitted an executed Release. EGW will furnish the vendor with the checks and accompanying documents for mailing to the Claimants. EGW shall provide a copy of said check and accompanying document to the Commission.

Section 406 Donation of Remaining Funds

Any funds remaining after the payments outlined in Section 401 shall be donated by EGW and Sorrento to a 501(c) organization in Western New York that promote employment opportunities and/or employment training. The appropriate organization or organizations shall be designated by the Commission.

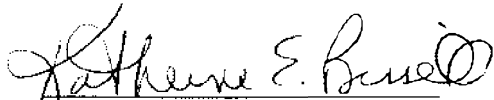
Dated: , 2003

Dated: , 2003

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

EGW TEMPORARIES, INC.

By:


Katherine E. Bissell
Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

SORRENTO CHEESE, INC.

By:

Nora E. Curtin
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3693

FESTIVAL SALAD CORP

By:

JAMES DESIDERIO, INC.

By:

Dated: _____, 2003

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Katherine E. Bissell
Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

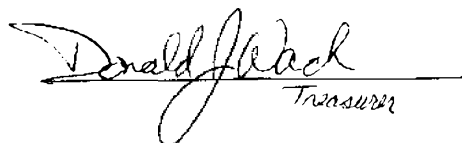
Nora E. Curtin
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3693

Dated: _____, 2003

EGW TEMPORARIES, INC.

By:



Donald Black
Treasurer

SORRENTO CHEESE, INC.

By:

FESTIVAL SALAD CORP

By:

JAMES DESIDERIO, INC.

By:

Dated: _____, 2003

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Katherine E. Bissell
Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

Nora E. Curtin
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3693

Dated: _____, 2003

EGW TEMPORARIES, INC.

By:

SORRENTO CHEESE, INC.
N/A Sorrento Lactalis, Inc.

By: *David J.G. Chambers*
David J.G. Chambers
Vice President + General Counsel

FESTIVAL SALAD CORP

By:

JAMES DESIDERIO, INC.

By:

Dated: _____, 2003

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Katherine E. Bissell
Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

Nora E. Curtin
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3693

Dated: _____, 2003

EGW TEMPORARIES, INC.

By:

SORRENTO CHEESE, INC.

By:

FESTIVAL SALAD CORP

By:

James J. Desiderio 2003

JAMES DESIDERIO, INC.

By:

Dated: _____, 2003

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Katherine E. Bissell
Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

Nora E. Curtin
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3693

Dated: _____, 2003

EGW TEMPORARIES, INC.

By:

SORRENTO CHEESE, INC.

By:

FESTIVAL SALAD CORP

By:

JAMES DESIDERIO, INC.

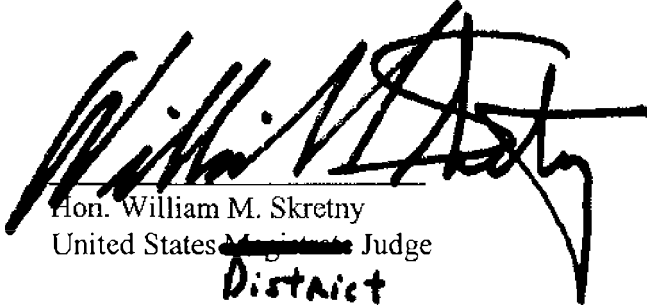
By:

[Handwritten Signature]

P. J. Hillman et al.

SO ORDERED.

Date: *November 7*, 2003



Hon. William M. Skretny
United States ~~Judge~~ Judge
District

*See: undated signature pages
i, ii, iii, iv & v.*

see: PA I, 77 101-106

PA I, (A)(B)

PA III, 77 301-308

PA IV, 77 401-406

See: total of 16 pages

*See: under N.E. Curtin cover letter
dated 10/30/03, rec'd 10/31/03*

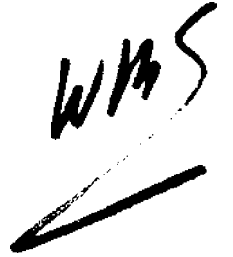


TABLE OF EXHIBITS

Exhibit A	Notice of Resolution of <u>E.E.O.C. v. EGW Temporaries, Inc.</u>
Exhibit B	Claim Form
Exhibit C	Claimant Status Letters
Exhibit D	Notice of Award
Exhibit E	Release



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Phone: (212) 336-3620
Fax: (212) 336-3625
TTY: (212) 336-3622

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to the agreed resolution of E.E.O.C. v. EGW Temporaries, Inc., Civil Action No. 00Civ.833 (S) (Sc). In that lawsuit, the E.E.O.C. alleged that EGW coded applicants for employment by gender and race and made discriminatory referrals to employers based on applicants' race and gender. EGW denied these allegations. The lawsuit was settled by agreement between E.E.O.C. and EGW.

Federal law prohibits discrimination in any aspect of employment because of an individual's gender or race. Federal law also prohibits retaliation against any individual by an employer because the individual complains about discrimination, cooperates in an internal or governmental investigation of a charge of discrimination, participates as a witness or potential witness in litigation, or otherwise exercises his or her rights under the law.

Should you have any complaints of discrimination, you may contact a Human Resources representative and:

Equal Employment Opportunity Commission
6 Fountain Plaza
Buffalo, New York 14202

(716) 551-4441

This notice must remain posted for five (5) years from the date of posting and may not be altered, defaced, or covered by any other material.

Dated:

6.

CLAIM FORM
E.E.O.C. v. EGW TEMPORARIES, INC.

This Claim Form must be postmarked by _____ to be considered for an award.

It is important that you read the questions carefully and answer them as completely as possible. After you have answered all the question, please sign and date the Certification at the end of the Form. If you fail to respond by the deadline or do not complete the form properly, you will not be eligible for monetary relief under this lawsuit.

You must notify the E.E.O.C. of any change in your name, address, telephone number, or contact person. If you fail to do so, you may lose any rights you may have under this lawsuit.

The E.E.O.C. will review the information you provide in this Claim Form along with documentation from EGW Temporaries, Inc. ("EGW") to determine whether you are eligible for monetary relief.

If you need more space for any answer, attach additional sheets or continue on back of that page. Please write legibly.

If you applied for employment though EGW more than once between January 1, 1994 and April 30, 1996, please complete a Claim Form for each time.

I am submitting _____ Claim Forms. This is number _____.

1. Name: _____

2. Social Security Number: _____

3. Mailing Address: _____

_____ Zip Code _____

4. Your telephone number or the telephone of someone who can always reach you:
Area code and number: _____

5. Please identify your gender and race: [] Male [] Female

Race: _____

6. Approximate date you filled out an application at EGW: _____

7. Type of employment sought: Permanent
 Temporary
 Seasonal
 Any

8. How many hours a week were you available and willing to work? _____

9. Did any EGW employee say or do anything to lead you to believe that you were not referred for any job because of your race or gender? If so, explain: _____

10. Did this emotionally or physically affect you in any way? If so, describe. _____

11. What company were you referred to? _____

What position did you hold? _____

What was your hourly wage? _____

How long did you work at that company? _____

12. Provide your job history for the two years **following** your application to EGW. If you need more space, please attach additional sheets and be sure to provide all requested information. Please start with the first job you obtained after your application to EGW. .

1) Employer and Address: _____

Type of business: _____ Your position: _____

Dates employed: _____ No. of hours worked per week: _____

2) Employer and Address: _____

Type of business: _____ Your position: _____

Dates employed: _____ No. of hours worked per week: _____

3) Employer and Address: _____

Type of business: _____ Your position: _____

Dates employed: _____ No. of hours worked per week: _____

You must provide copies of tax returns, W2s, or other documentation of your earnings for this two year period.

13. If you were unemployed during any part of this two year period, please state all attempts you made to obtain employment. This may include reviewing the classified section of the local paper, reviewing job listings at public agencies, filing at employment agencies, filling out applications, contacting friends, associates, or family members about job opportunities, or any other method you used to try to find a job. It is important that you identify the approximate date of each attempt. If you were unable to work or were not looking for work during any period, please state those time periods:

CERTIFICATION

I hereby certify that the information provided in this Claim Form is accurate and/or based on my best recollection. I understand providing false information to the E.E.O.C. will result in my disqualification as a claimant.

Dated:

SIGNATURE

Please mail this form with appropriate postage to:

Nora E. Curtin, Senior Trial Attorney
E.E.O.C.
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004-2112



1,

C



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

Nora E. Curtin
Senior Trial Attorney
Phone (212) 336-3693
nora.curtin@eeoc.gov

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Legal Phone: (212) 336-3620
Legal Fax (212) 336-3623

NOTIFICATION TO CLAIMANT OF STATUS IN
E.E.O.C. v. EGW TEMPORARIES, INC.

Name
Address

Social Security Number:

The E.E.O.C. has carefully reviewed your Claim Form, any documentation you submitted, and the notes from any subsequent conversations with the E.E.O.C.

The following constitutes the E.E.O.C.'s determination:

A. Claimant Status

- You meet all criteria to be a claimant in this action
 You do not meet the criteria to be a claimant in this action

Comments:

B. Eligibility for Monetary Award

- You are eligible for a monetary award
 You are not eligible for a monetary award

Comments:

C. Proposed Monetary Award: Backpay and benefits: _____
Compensatory Damages: _____
Total: _____

Note: The check you receive, if any, will be this amount minus applicable withholdings.

Comments:

If you disagree with the E.E.O.C.'s determination, you have until _____ to submit a letter indicating any disagreement you have with your Claimant Status or Monetary Award. Please send a letter stating your objection(s) and the reasons supporting your objection to:

Nora E. Curtin, Senior Trial Attorney
E.E.O.C.
33 Whitehall Street
New York, NY 10004-2112

**DO NOT SEND A LETTER IF YOU DO NOT OBJECT
TO THE AMOUNT OF YOUR AWARD.**



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D



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

Nora E. Curtin
Senior Trial Attorney
Phone (212) 336-3693
nora.curtin@eeoc.gov

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Legal Phone: (212) 336-3620
Legal Fax (212) 336-3623

**E.E.O.C.'S NOTICE OF AWARD
E.E.O.C. v. EGW TEMPORARIES, INC.**

Name
Address

Social Security Number:

The United States District Court for the Western District of New York, after reviewing all objections thereto, has approved the Consent Decree and Award Distribution in the lawsuit, E.E.O.C. v. EGW Temporaries, Inc., 00 Civ. 833 (S)(Sc). The amount of your monetary award, if any, is set forth below.

Monetary Award:	Backpay and benefits:	_____
	Compensatory Damages:	_____
	Total:	_____

Note: The check you receive, if any, will be this amount minus applicable withholdings.

If you are entitled to a monetary award pursuant to the Decree, you should receive in this envelope, two copies of a Release form. **The Release must be signed, notarized, mailed, and postmarked by** **to:**

EGW Temporaries, Inc.
1700 Clinton Street
Buffalo, NY 14206

If your release is timely received by EGW, EGW will mail your check by a date to be established by E.E.O.C.

If you have previously been notified that you are not entitled to monetary relief in this matter, this is your final mailing and will serve as notice that you are ineligible to recover pursuant to this lawsuit.



E

RELEASE

In consideration for \$_____ (less applicable tax withholdings) paid to me by EGW Temporaries, Inc. ("EGW"), in connection with the resolution of EEOC v. EGW Temporaries, Inc.; Civil Action No. 00Civ.833 (S) (Sc)., I waive and release my right to recover for any claims of race or sex discrimination under Title VII of the Civil Rights Act of 1964 arising out of my employment or application for employment with EGW, that I had against EGW, Sorrento Cheese, Inc., James Desiderio, Inc., and/or Festival Salad Corp., and each of their respective parents, subsidiaries, and affiliates and the officers, directors, agents, and employees of each of them, prior to the date of this release and that were included in the claims alleged in E.E.O.C.'s complaint in E.E.O.C. v. EGW Temporaries, Inc.; Civil Action No. 00Civ.833 (S) (Sc).

IN WITNESS WHEREOF, the RELEASOR has caused this Release to be executed
this __ day of _____, 2003.

PRINTED NAME OF CLAIMANT

SIGNATURE OF CLAIMANT

Sworn to before me this
__ day of _____, 2003

NOTARY PUBLIC

MIME-Version:1.0
From:webmaster@nywd.uscourts.gov
To:Courtmail@nywd.uscourts.gov
Bcc:mary_labuzzetta@nywd.uscourts.gov
Message-Id:<13117@nywd.uscourts.gov>
Subject:Activity in Case 1:00-cv-00833-WMS EEOC v. EGW Temporaries Inc., et al "Orde

Content-Type: text/html

*****NOTE TO PUBLIC ACCESS USERS***You may view the filed documents once without charge. To avoid later charges, download a copy of each document during this first viewing.**

U.S. District Court [LIVE]

NYWD U.S. District Court [LIVE]

Notice of Electronic Filing

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Case Name: EEOC v. EGW Temporaries Inc., et al

Case Number: 1:00-cv-833

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WARNING: CASE CLOSED on 03/04/2003

Document Number: 48

Docket Text:

CONSENT DECREE. Signed by Judge William M. Skretny on 11/7/3. (JMD,)

The following document(s) are associated with this transaction:

1:00-cv-833 Notice will be electronically mailed to:

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