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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	:	Civil Action No. 07-9241 (HB) (KNF)
Plaintiff,	:	
-against-	:	
B & H FOTO & ELECTRONICS CORP.,	:	
Defendant.	:	

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CONSENT DECREE

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PART I GENERAL PROVISIONS

Section 101 Introduction

The Plaintiff United States Equal Employment Opportunity Commission ("EEOC" or the "Commission") and Defendant B & H Foto & Electronics Corp. ("B & H") (sometimes referred to herein as the "Parties") have agreed to resolve the above-captioned action by the terms of this Consent Decree (the "Decree") as set forth below.

On or about October 15, 2007, the Commission filed the Complaint commencing this action, alleging that B & H engaged in unlawful employment practices on the basis of national origin, Hispanic, and retaliation in violation of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.* ("Title VII"). The Complaint is based upon AMAT v. B & H, EEOC Charge No. 160-2005-01808, and Ortiz v. B & H Foto and Electronics Corp., EEOC Charge No. 520-2006-00828 (collectively the "EEOC Charges"). In its Complaint, the Commission asserted that since at least April 4, 2003, B & H engaged in unlawful employment practices in violation of Sections 703(a) and 707 of Title VII, 42 U.S.C. Sections 2000e-2(a) and 6, by paying Hispanic employees a lower hourly rate of pay and denying them promotions and health care coverage under B & H's health care plan. The Complaint further alleges that B & H violated Section 704 of Title VII by retaliating against one Hispanic employee for protesting discriminatory practices. The Complaint sought monetary relief for individuals who from April 4, 2003 through November 1, 2007 were denied equal employment opportunities at two (2) B & H warehouses located at the Brooklyn Navy Yard, Building 664, Flushing Avenue, Brooklyn, New York 11201 (the "Brooklyn Navy Yard Warehouse") and 420 Ninth Avenue, New York, New York 10001 (the "Manhattan Warehouse"), as well as injunctive relief to insure that there is future equal opportunity for all B & H applicants and employees.

Section 102 Non-Admission of Liability

A. By entering into this Decree, B & H denies that it has violated any federal, state and/or local laws, rules, regulations, codes, statutes, executive orders and/or ordinances, or that it has any liability under any of the charges/claims which were raised in the Complaint or in the EEOC Charges. In this regard, B & H denies that it has discriminated or retaliated against any of its current or former Brooklyn Navy Yard Warehouse or Manhattan Warehouse employees on the basis of national origin or any other characteristic protected under federal, state and/or local laws, rules, regulations, codes, statutes, executive orders and/or ordinances. Furthermore, there has been no judicial finding that B & H engaged in any alleged discriminatory and/or retaliatory acts set forth in the Complaint or in the EEOC Charges.

B. B & H maintains that it provides equal employment opportunities for employees and that, at all times relevant hereto, it has been in full compliance with Title VII and all other federal, state and/or local laws, rules, regulations, codes, statutes, executive orders and/or ordinances prohibiting discrimination and retaliation in employment.

C. B & H has voluntarily entered into this Decree to avoid the disruption, burdens, distractions and expense that would be involved in litigation and to put to rest all further controversies with respect to the charges, claims and issues raised in this litigation or in the EEOC Charges. B & H believes that the actions it has agreed to undertake demonstrate its strong commitment to equal employment opportunity.

D. Nothing in or related to this Decree – including any and all parts of the Decree itself, and including any actions to implement the Decree, and any statements, discussions, communications or material prepared, exchanged, issued or used during the course of the negotiations leading up to the Decree – may be introduced, used or admitted in any judicial,

arbitral, administrative, investigative, or other proceeding of any kind or nature whatsoever as evidence of the existence of any discrimination and/or retaliation and/or violation of Title VII or any other federal, state and/or local laws, rules, regulation, codes, statutes, executive orders, ordinances, regulations, rules, codes, obligations or duties at law or in equity.

Section 103 Injunctions

A. B & H is enjoined from engaging in national origin discrimination against Hispanic employees.

B. B & H is enjoined from retaliating against any individual who has engaged in protected activity under Title VII, including 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 104 Purpose of this Decree

This Decree resolves all issues between the Commission and B & H which were raised in the Complaint or in the EEOC Charges which served as the jurisdictional prerequisite for the filing of the Complaint. This Decree in no way affects the Commission's right to process pending and future charges against B & H in accordance with Commission procedures, and to commence civil actions under Title VII or any other statute enforced by the Commission. This Decree also in no way affects B & H's separate agreement with Associacion Mexico Americana De Trabajadores ("AMAT"), which separately resolved all issues between B & H and AMAT.

Section 105 Provisions of this Decree

A. This Decree constitutes the complete understanding between the Commission and B & H 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 and approved by all parties

to this Decree.

B. This Decree shall bind the parties as well as B & H's successors, assigns, subsidiaries, affiliates, and any other corporation or entity into which B & H may merge or with which it may consolidate.

C. This Decree shall remain in effect for five (5) years from the Preliminary Approval Date and shall expire five (5) years from that date.

Section 106 Consent to Jurisdiction

The Commission and B & H agree that this Court has jurisdiction over the subject matter of this litigation and the Parties for the duration of this Decree, that the venue is proper, and that all administrative prerequisites have been met.

Section 107 Breach of Decree

A. No party shall contest the jurisdiction of the Court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree shall be deemed to be a substantial breach of this Decree. Nothing in this Decree shall be construed to preclude the EEOC from bringing proceedings to enforce this Decree in the event that B & H fails to perform any of the promises and representations contained herein.

B. If the Commission in good faith believes that B & H has not complied with the terms of this Decree, the Commission will provide written notice of the alleged breach to David Eisenberg, Esq., General Counsel, B & H Foto and Electronics Corp., 420 Ninth Avenue, New York, NY 10001, or to his designee, and by facsimile to Mr. Eisenberg at (212) 239-7744, and to B & H's counsel of record Todd H. Girshon, Esq., Jackson Lewis LLP, 59 Maiden Lane, New York, NY 10038 and by facsimile to Mr. Girshon at (212) 972-3213. The Commission will not

petition the Court for enforcement of the Decree for at least thirty (30) days after providing the written notice to Messrs. Eisenberg and Girshon or their respective designees. The thirty (30) day period will be used by the parties for good faith efforts to resolve any dispute. The Commission need not confer with B & H or wait the (30) thirty days if it in good faith believes the public interest is immediately impacted and irreparable harm would result by the alleged breach.

PART II DEFINITIONS

Section 201 Definitions

A. "Hispanic" means "Hispanic" in conformance with the Commission's revised Standard Form 100, Employee Information Report EEO-1.

B. A "Potential Class Member" is a Hispanic non-supervisory warehouse employee employed by B & H in either its Brooklyn Navy Yard or Manhattan Warehouse between April 4, 2003 and November 1, 2007.

C. A "Qualified Class Member" means a Potential Class Member who submits a Claim Form in accordance with this Decree and who the Commission deems eligible for an individual monetary settlement pursuant to this Decree. In the case of Joel Ortiz, the Commission will also consider information from its investigation of Ortiz v. B & H Foto and Electronics Corp., EEOC Charge No. 520-2006-00828 to determine if Mr. Ortiz is qualified to receive an individual monetary settlement.

D. The "Claim Fund" means the total monetary sum of Four Million Three Hundred Thousand Dollars and No Cents ($4,300,000.00) and associated accrued interest, which shall be used in accordance with the terms and conditions set forth in this Decree.

E. "Claims Administrator" shall mean Louis Graziano, Esq., United States EEOC,

Sr. Trial Attorney, EEOC Legal Unit, New York District Office, 33 Whitehall Street, 5th Floor New York, NY 10004 or his designee, who will supervise the administration of the individual monetary settlements made pursuant to this Decree.

F. The "Residual Fund" means the residual money, if any, which remains in the Claim Fund six (6) months after the Claim Fund has been distributed.

G. "On a quarterly basis" shall mean during the first fourteen (14) days of January, April, July, and October for the duration of this Decree, except that the final set of reports required under this Decree shall be submitted to the Commission no later than thirty (30) days prior to the expiration of this Decree.

H. A "day" means a calendar day and includes weekends and holidays.

I. "Court" means the United States District Court for the Southern District of New York.

J. "Preliminary Approval Date" means the date upon which the Court enters an Order preliminarily approving this Decree and authorizing the procedure set forth in Part IV below for providing notice to Potential Class Members and the Final Approval of this Decree.

K "Preliminary Approval" means the entry of the Decree on the Preliminary Approval Date.

L. "Final Approval Hearing" means the Fairness Hearing held by the Court at which any challenges to this Decree are heard.

M "Final Approval Date" means the date upon which the Court approves this Decree, and enters an Order authorizing the final distribution of the Claim Fund.

N. "Final Approval" means the entry of the Decree on the Final Approval Date.

O. "Earnings" mean the total cash remuneration paid to a non-supervisory warehouse

employee.

PART III SYSTEMIC RELIEF

Section 301 Internal Posting of "Notice of Resolution"

Within fifteen (15) days of the Preliminary Approval Date, B & H shall post the "Notice of Resolution of EEOC v. B & H FOTO & ELECTRONICS CORP." attached as Exhibit A, at a location readily visible to non-supervisory warehouse employees and applicants for non-supervisory positions at the Brooklyn Navy Yard Warehouse, the Manhattan Warehouse and/or any other warehouse operated by B & H during the course of this Consent Decree (sometimes collectively referred to herein as the "Warehouses"). The Notice shall remain posted for the duration of this Decree.

Section 302 Annual Training of B & H Hiring and Supervisory Officials

On or before one hundred twenty (120) days of the Preliminary Approval Date, and within one hundred twenty (120) days of each anniversary of the Preliminary Approval Date, B & H shall provide three (3) hours of training regarding interviewing, screening, hiring, compensation, anti-retaliation and promotion procedures to all supervisory employees who are or may become responsible for these functions. The training shall be conducted by Jackson Lewis LLP. B & H shall provide the Commission with the Curriculum Vitae of the trainer and an outline of the subject matter of the training for prior approval at least three (3) days prior to the anniversary. Within fifteen (15) days of each training session, B & H shall provide EEOC a dated attendance sheet with the printed names and signatures of those in attendance. B & H may comply with this Section by providing approved training prior to the Preliminary Approval Date.

Section 303 Annual Training of All B & H Employees

On or before one hundred twenty (120) days of the Preliminary Approval Date, and on or

before one hundred twenty (120) days of the anniversary date of the Preliminary Approval Date, B & H shall provide two (2) hours of training regarding laws prohibiting discrimination in employment to all its employees on an annual basis. The training shall be conducted by Jackson Lewis LLP. B & H shall provide the Commission with the Curriculum Vitae of the proposed trainer and an outline of the subject matter of the training at least three (3) days prior to anniversary. Within fifteen (15) days of each training session, B & H shall provide EEOC a dated attendance sheet with the printed names and signatures of those in attendance. B & H may comply with this Section by providing approved training prior to the Preliminary Approval Date.

Section 304 Non-Discrimination Policy and Procedure

Within fifteen (15) days of the Preliminary Approval Date, Defendant shall adopt, implement and publish the Anti-Discrimination Policy and Procedure, in English and Spanish, attached as Exhibit B. B & H shall provide the Anti-Discrimination Policy and Procedure to employees in both English and Spanish at all times. The Anti-Discrimination Policy and Procedure sets forth B & H's commitment to equal opportunity in all aspects of employment and provides an appropriate mechanism for reporting complaints, investigating allegations, and punishing individuals who violate the policy. It also instructs employees that they cannot be retaliated against for reporting complaints or cooperating in investigations of those complaints. It also identifies individuals to whom complaints of discrimination may be reported.

Section 305 Salary, Promotion and Pay Increase Report

On a quarterly basis following the Preliminary Approval Date, B & H shall submit a report in spreadsheet format to EEOC setting forth the following information about each non-supervisory employee at its warehouses: name, hourly rate of pay, total earnings, position, department, national origin to the extent known, date of hire, promotion (if applicable) and date

of termination (if applicable). The Commission agrees that any reports B & H submits in accordance with the section shall be kept confidential pursuant to the terms and conditions of Section 403 (C) below.

Section 306 Wage Increases for Non-Supervisory Employees At The Warehouses

As part of the resolution of this case, by November 1, 2007, B & H will adjust its wage structure so that the average hourly rate of pay for its Hispanic non-supervisory workers at the Warehouses is equivalent to the average hourly rate of pay for non-Hispanic employees based on year of hire. Future wage adjustments for these employees will be based upon performance and other non-discriminatory business reasons.

Section 307 Recruitment of Applicants for Promotional Positions

If B & H intends to promote any non-supervisory warehouse employee, it shall first post a Notice of each promotional opportunity at the B & H warehouses' break room. Each Notice shall include the title of the position, position description and qualifications, the application requirements, contact information and deadline for applying.

PART IV AFFECTED CLASS RELIEF

Section 401 Monetary Relief

A. Within four (4) months of the Preliminary Approval Date, B & H shall pay a total of $4,300,000.00 into an interest bearing account to establish the Claim Fund, which shall be divided among Qualified Class Members by the Claims Administrator on behalf of the Commission, in amounts commensurate with the particular merits of each Qualified Class Member's claim. B & H shall prepare and tender the settlement checks in accordance with the provisions set forth below. The Claim Fund shall not be used to fulfill any other obligations of B

& H pursuant to this Decree.

B. Upon five (5) days notice, B & H shall provide to the Commission an accounting of the amount of interest that the Claim Fund has accrued.

Section 402 Notice to Potential Class Members

Within fifteen (15) days of the Preliminary Approval Date, B & H shall provide the Commission with the name, last known address, and social security number of all Potential Class Members. Within fifteen (15) days of receipt, the Commission shall send the cover letter and Claim Form attached as Exhibit C to all Potential Class Members in English and Spanish. B & H shall also make the Claim Form available at the Brooklyn Navy Yard Warehouse and the Manhattan Warehouse in English and Spanish. Potential Class Members will have ninety (90) days from the date on Exhibit C to submit timely Claim Form responses to the Claims Administrator.

Section 403 Determination of Qualified Class Member Status

A. Any Potential Class Member wishing to preserve his or her rights under this Decree, and to therefore become a Qualified Class Member, must timely (i.e. within 90 days) return his or her Claim Form response in the form attached hereto as Exhibit C to the Claims Administrator.

B. A Potential Class Member may become a Qualified Class Member and therefore be eligible for an individual monetary settlement from the Claim Fund pursuant to this Decree if the Commission, in its sole discretion, based on the Claim Form and any other information it deems relevant, determines that the individual is an eligible claimant as alleged in the Commission's Complaint. B & H will cooperate with EEOC and will promptly provide any information requested regarding Potential Class Members.

C. The Commission agrees that any report and/or records to be furnished to it by B & H as required by this Decree constitute confidential personnel information and shall not be disclosed by the Commission to any other person or entity except (i) to Potential Class Members or Qualified Class Members, if necessary, to determine their eligibility for an individual monetary settlement from the Claim Fund; (ii) to the Court in connection with a proceeding arising under this Decree; or (iii) to a government agency as required by law.

D. Within forty five (45) days after the Potential Class Members' deadline for filing Claim Form responses, the Claims Administrator shall determine the exact number of Qualified Class Members, i.e., Potential Class Members who have timely returned the Claim Form responses in the form attached hereto as Exhibit C and who the Commission has determined are eligible for an individual monetary settlement from the Claim Fund. These names will be transmitted to B & H. Within fifteen (15) days, B & H will provide the Claims Administrator the payroll information for all non-supervisory warehouse employees covering the employment period that the Qualified Class Members worked (the "Payroll Information"). The Payroll Information will include the total straight time and overtime hours they worked each year or portion thereof, the total yearly earnings and the length of time worked. This information is to be provided separately for each individual and is to be provided in an Excel-readable spreadsheet format.

Section 404 Calculation of Individual Monetary Settlements to Qualified Class Members

A. The Commission shall have sole discretion to make all determinations as to eligibility for monetary relief from the Claim Fund, which may include back pay and benefits as well as pecuniary and non-pecuniary compensatory damages.

B. No Qualified Class Member shall receive an individual monetary settlement from the Claim Fund which exceeds what the Commission determines he or she would have been entitled to recover under Title VII had the matter proceeded to trial.

Section 405 Notice of Qualified Class Member Status and Individual Monetary Settlements to Potential Class Members and Qualified Class Members; Filing of Objections (If Any)

A. Within ninety (90) days after receiving the Payroll Information from B & H, the Claims Administrator shall calculate each Qualified Class Member's individual monetary settlement. Once the Commission's individual monetary settlements are calculated, the Claims Administrator shall provide the names and amounts to B & H for comment. B & H shall have thirty (30) days to comment and to provide any additional information to the Claims Administrator. The Claims Administrator shall consider any such comments and information before finalizing the individual monetary settlements. Within thirty (30) days after its receipt of B & H's comments, the Claims Administrator shall send the Class Member Status Letter attached as Exhibit D1 or D2, as applicable, to each Potential Class Member and Qualified Class Member. Each Potential Class Member and Qualified Class Member will then have thirty (30) days from the date of the Status Letter to file objections with EEOC.

B. Potential Class Members or Qualified Class Members who wish to present objections to their individual monetary settlements and/or status must do so in writing or by telephone within thirty (30) days from the date of the Status Letter. Specific grounds for the objection shall be stated. Objections shall be made to the Claims Administrator.

Section 406 Fairness Hearing

On November 16, 2008, a Fairness Hearing will be held before the Court.

Section 407 Notice of Individual Monetary Settlements

Within fifteen (15) days after the Final Approval Date, the Claims Administrator will mail each Qualified Class Member the Notice of Court Approval in the form attached as Exhibit E1 or E2, as applicable, and an Agreement and Release of the Title VII claims in this case. In order to be eligible to receive their individual monetary settlement from B & H, Qualified Class Members must, within thirty (30) days, mail to the Claims Administrator an executed copy of his or her Agreement and Release.

Section 408 Distribution of Individual Monetary Settlements

A. Within fifteen (15) days of its receipt of the Qualified Class Members' Release of Claims from the Commission, B & H shall send a settlement check to each Class Member in the approved amount. For a settlement check reflecting back pay, B & H shall make applicable withholdings for federal, state and local income taxes and for employee social security taxes pursuant to the Federal Insurance Contribution Act ("FICA") as well as the employer contributions to the Social Security account of that Qualified Class Member. For a settlement check reflecting back pay, B & H shall issue the Class Member an IRS Form W-2. If the Qualified Class Member was employed by B & H during calendar year 2008 and earned other wages from B & H during that calendar year, the amount calculated in Paragraph 404 above will be included in the W-2 issued to the Qualified Class Member. All compensation for benefits provided to Qualified Class Members in accordance with this Consent Decree shall also be subject to an IRS Form W-2, except for verifiable, documented out-of-pocket health care expenses. For a settlement check reflecting compensatory damages, after the end of the calendar year in which the check is issued, B & H shall issue the Qualified Class Member an IRS Form 1099. In the event that any settlement checks are unclaimed, returned, or not cashed prior to the

expiration of this Decree, such funds will become part of the Residual Fund distributed in accordance with Section 409 below.

B. B & H shall send by certified mail with return receipt requested, the appropriate settlement check(s) and a document setting forth the statutory deductions to a Qualified Class Member. B & H shall also provide a copy of said check(s), accompanying document, and the certified mail receipt to the Claims Administrator.

Section 409 Donation of Residual Fund

The Commission and B & H have agreed to donate all of the Residual Fund to a 26 U.S.C. 501(c)(3) charity to be mutually agreed-upon.

PART V MISCELLANEOUS PROVISIONS

Section 501 Commission Contact for Reporting and Mailings

All documents required to be forwarded to the Commission pursuant to this Decree shall be mailed, delivered, or sent by facsimile to:

Louis Graziano, Senior Trial Attorney
Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004
(Facsimile) (212) 336-3623

Section 502 Severability

Whenever possible, each provision and term of this Decree shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event after the Preliminary Approval Date any provision or term of this Decree is determined to be, or rendered, unenforceable, all other provisions and terms of this Decree and the application thereof to all persons and circumstances thereto shall remain unaffected to the extent permitted by law.

Section 503 Court Retention of Jurisdiction

The Court retains jurisdiction over this action during the duration of this Decree. The matter may be administratively closed but shall not be dismissed during the duration of this Decree. Within thirty (30) days after the expiration of this Decree, the parties shall submit a Stipulation of Final Dismissal With Prejudice to the Court.

Section 504 Non-Payment of Attorneys' Fees and Costs

The Parties agree not to seek any interest, fees or costs from the Court, and agree to be responsible for the payment of their own attorneys' fees, costs and disbursements incurred in connection with this action.

Dated: October 15, 2007

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Elizabeth Grossman
Regional Attorney

Louis Graziano
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004

Dated: October 15, 2007

B & H FOTO & ELECTRONICS CORP.

Jacob Moskovics
Chief Operating Officer

B & H Foto & Electronics Corp.
420 Ninth Avenue
New York, New York 10001

PRELIMINARY APPROVAL SO ORDERED.

Date: 11/29, 2007

United States District Judge

FINAL APPROVAL SO ORDERED

Date: 3/17/09, 2008

United States District Judge

EXHIBIT A

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree between B & H Foto and Electronics Corp. ("B & H") and the United States Equal Employment Opportunity Commission (the "EEOC") in resolution of EEOC v. B & H Foto and Electronics Corp., (S.D.N.Y.). In that lawsuit, the EEOC alleged that B & H engaged in unlawful employment practices by paying Hispanic employees a lower hourly rate of pay than similarly situated non-Hispanic employees, by failing to promote Hispanic employees and by retaliating against Hispanic employees for protesting discriminatory practices. B & H denied the allegations set forth in the EEOC's Complaint and there has been no judicial finding that B & H violated any laws.

The Consent Decree provides monetary relief for individuals who from April 4, 2003 through November 1, 2007 were denied equal employment opportunities at two (2) B & H warehouses located at the Brooklyn Navy Yard, Building 664, Flushing Avenue, Brooklyn, New York 11201 and/or 420 Ninth Avenue, New York, New York 10001, as well as injunctive relief to insure that there is future equal employment opportunity for all B & H applicants and employees.

Federal law prohibits discrimination in any aspect of employment because of an individual's national origin. In particular, all employees regardless of their national origin should be afforded equal opportunity regarding pay, fringe benefits and promotions. In addition, it is a violation of the law to retaliate against an employee for asserting complaints about discrimination, cooperating in the government's investigation of a charge of discrimination, participating as a witness or potential witness in litigation, or otherwise exercising his or her rights under the law.

Should you have any complaints of discrimination, you may contact your B & H Designated E.E.O. Officer and/or:

Equal Employment Opportunity Commission
New York District Office
33 Whitehall St., 5th Floor
NY, New York 10004
(800) 669-4000

THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE

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.

_____

Mr. Jacob Moskovics
Chief Operating Officer

Date Posted:

EXHIBIT B

ANTI-DISCRIMINATION POLICY AND PROCEDURE

B & H is an equal opportunity employer. This means that your religion, race, color, sex, national origin, ethnicity, age, disability, sexual orientation and/or membership in any other classifications protected by law have nothing to do with your hiring, promotion, compensation, benefits or employment at B & H. Employment opportunities at B & H are open to any qualified applicant solely on the basis of experience, aptitude and ability. In short, B & H does not discriminate against anyone on any basis that is protected by law.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to a member of B & H's Human Performance Department which is located at 420 Ninth Avenue and can be reached at (212) 239-7500, Extensions 2177 and 2428. Every report of discrimination will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in discipline, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, B & H will not allow any form of retaliation against individuals who report discrimination or who cooperate in the investigations of such reports in accordance with this policy.

EXHIBIT C

[EEOC LETTERHEAD]

Dear Potential Class Member:

The Equal Employment Opportunity Commission ("EEOC") is the federal government agency created by Congress which is responsible for enforcing Title VII of the Civil Rights Act of 1964 ("Title VII"), which prohibits employment discrimination based upon race, color, religion, sex (including sexual harassment), and/or national origin.

EEOC and B & H Foto and Electronics Corp. ("B & H") have entered into a Consent Decree that settles a lawsuit brought by EEOC against B & H for allegedly discriminating against a class of Hispanic employees. The terms of the Consent Decree have been filed with the United States District Court for the Southern District of New York in EEOC v. B & H Foto and Electronics Corp., Civil Action No. 07-9241 (HB) (KNF).

As part of the settlement, a Claim Fund has been established to provide monetary relief to certain alleged victims of discrimination. Hispanic employees and former employees who were employed by B & H at its Brooklyn Navy Yard and Manhattan Warehouses between April 4, 2003 to November 1, 2007, who may have been subject to national origin discrimination in regard to pay, medical coverage, promotion and/or retaliation are eligible to submit a Claim Form as an application for an individual monetary settlement from this Claim Fund.

To apply for an individual monetary settlement from this Claim Fund, complete the enclosed claim form and return it to the following address:

The Equal Employment Opportunity Commission
New York District Office, Legal Unit
33 Whitehall St, 5 Fl.
New York, NY 10004
ATTN: Louis Graziano, Trial Attorney

To be considered for an individual monetary settlement you must return the attached Claim Form by no later than _____.

No adverse action shall be taken by B & H against any employee or former employee for participating in the claims process or returning a Claim Form. Federal law and the Consent Decree prohibit B & H from retaliating against any person participating in any manner in this lawsuit.

Please note that the EEOC will be holding a meeting on Friday, January 4, 2007 at 2:00 at its offices located at 33 Whitehall Street, 5th Floor, New York, New York 10004 to discuss the Claim Form and the claims procedure. You must have a photo identification to enter the building. In the interim, and at any time, if you have any questions concerning this letter, the scheduled meeting or the settlement, you may contact Louis Graziano, EEOC Trial Attorney, at (212)336-3698.

Sincerely,

Louis Graziano
Trial Attorney

CLAIM FORM

1. Name:

2. Complete Mailing Address:

3. Your Daytime telephone number or the Daytime telephone of someone who can reach you:
Area code and number:

4. Do you identify yourself as a Hispanic?

[ ] Yes [ ] No

5. Have you worked in a B & H warehouse?

[ ] Yes [ ] No

6. If so, when?

7. Were you enrolled in B & H's group health insurance plan?

[ ] yes [ ] no

8. If you answered no, why not?

9. If you were not enrolled in B & H's group health insurance plan, did you purchase health care coverage or have medical expenses for yourself or your immediate family? If so, how much did you spend?

Please provide bills or other information.

10. During your employment at B & H, did you ever apply for a promotion?

11. If you answered yes to Question 10, for what position did you apply?

12. If you answered no to Question 10, why not?

13. Do you believe that B & H discriminated against you because you are Hispanic?

[ ] yes [ ] no

14. If you answered yes to Question 13, was the discrimination for:

[ ] Pay [ ] Promotion [ ] Health Benefits

15. If you answered yes to Question 13, were you emotionally or physically affected in any way?

[ ] yes [ ] no

16. If yes, please describe how you were affected and provide any supporting documentation.

17. If you answered yes to Question 13, did you ever make any complaint about discrimination by B & H to B & H management?

[ ] yes [ ] no

18. If you answered no to Question 17, please explain why?

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 EEOC. will result in my disqualification as a claimant.

Dated: _____

Signature: _____

Please mail this form with appropriate postage to:

EEOC Legal Unit
New York District Office
33 Whitehall St 5th Floor
New York, New York 10004
Attention: Louis Graziano, Trial Attorney

EXHIBIT D

EXHIBIT D1

NOTIFICATION TO POTENTIAL CLASS MEMBER OF STATUS

EEOC v. B & H FOTO & ELECTRONICS CORP.

Name

Address

The EEOC has carefully reviewed your Claim Form, any documentation you submitted, and the following additional information: _____

The following constitutes the EEOC's conclusions:

A. Claimant Status

You meet all criteria to be a Qualified Class Member in this action

Comments:

B. Eligibility for Individual Monetary Settlement

You are eligible for an individual monetary settlement

Comments:

Proposed Individual Monetary Settlement:

Backpay:

Compensatory Damages:

Benefits:

Total:

Note: The amount you receive, if approved by the Court, may have a portion of taxable income withheld.

Comments:

If you disagree with the EEOC's conclusions as set forth above, you have until _____ to submit any disagreement you have with your individual monetary settlement to the EEOC. You can either telephone the EEOC or send a letter stating your objection(s) and the reasons supporting your objection(s) to:

EEOC Legal Unit
New York District Office
33 Whitehall St 5th Floor
New York, New York 10004
Louis Graziano, Trial Attorney
(212) 336-3698

DO NOT CONTACT THE EEOC IF YOU DO NOT OBJECT TO THE AMOUNT OF YOUR INDIVIDUAL MONETARY SETTLEMENT.

In addition, on November 16, 2008, there will be a hearing before a United States District Judge where the Court will address any objections that were not previously resolved prior to that date where you may appear.

EXHIBIT D2

NOTIFICATION TO POTENTIAL CLAIMANT OF STATUS
EEOC v. B & H FOTO & ELECTRONICS CORP.

Name

Address

The EEOC has carefully reviewed your Claim Form, any documentation you submitted, and the following additional information: _____

The following constitutes the EEOC's conclusions:

A. Claimant Status

You do not meet the criteria to be a Qualified Class Member in this action

Comments:

B. Eligibility for Individual Monetary Settlement

[ ] You are not eligible for an individual monetary settlement

Comments:

If you disagree with the EEOC's conclusions as set forth above, you have until _____ to submit

ee#		last name	first name	Compensatory I	Backpay Award	Total
1986	1	Aguilar	Agustin	$34,973.72	$32,665.38	$67,639.10
1994	2	Aguilar	Antonio	$5,457.34	$7,267.89	$12,725.23
3068	3	Alvarado	Esteban	$0.00	$282.83	$282.83
1848	4	Alvares	Acasio	$27,138.08	$28,062.61	$55,200.68
1953	5	Apolinar Martinez	Patricio	$28,603.28	$31,319.53	$59,922.80
3036	6	Aquino	Candido	$0.00	$2,910.75	$2,910.75
1905	7	Avila	Anastacio	$31,278.86	$29,021.87	$60,300.73
2375	8	Avila Hernandez	Jesus	$12,061.37	$14,037.25	$26,098.62
1699	9	Barrera	Santiago	$33,593.46	$31,049.97	$64,643.42
1943	10	Bautista	Andres	$22,997.29	$21,565.87	$44,563.16
2939	11	Burgos	Jose	$1,932.37	$2,072.75	$4,005.12
2245	12	Calixto	Jorge	$0.00	$25,568.56	$25,568.56
2988	13	Calleja	Rufino	$5,712.16	$5,974.70	$11,686.86
2968	14	Campos	Marino	$7,028.72	$7,141.34	$14,170.06
1913	15	Canales	Marlon	$22,041.72	$23,090.77	$45,132.49
1931	16	Carias	Billy	$33,211.23	$28,656.62	$61,867.85
1557	17	Castilla	Oswaldo	$34,973.72	$29,975.80	$64,949.51
385	18	Chavez	Diego	$34,973.72	$13,848.18	$48,821.89
1166	19	Chavez	Mario	$34,973.72	$19,345.42	$54,319.14
2826	20	Chernishivsky	Leon	$22,169.13	$22,601.18	$44,770.31
1341	21	Contreras	Gerardo	$34,973.72	$22,616.89	$57,590.61
2561	22	Cortes	Felix	$15,013.00	$16,212.78	$31,225.78
1869	23	Cruz	Pablo D.	$23,103.46	$23,778.80	$46,882.26
2941	24	Cruz	Pedro	$4,034.61	$3,720.45	$7,755.07
2889	25	CRUZ LUCERO	Melchor	$1,061.74	$1,102.83	$2,164.57
2415	26	Cuacuamoxtla	Miguel	$19,217.49	$19,115.14	$38,332.63
2899	27	Cuacuamoxtla	Juan	$6,434.14	$8,232.07	$14,666.22
2506	28	DE JESUS (Cruz)	Floriberto	$1,592.61	$6,204.83	$7,797.44
2853	29	DE LA CRUZ	MANUEL	$3,949.67	$4,083.64	$8,033.31
3033	30	De La Cruz	Raul	$3,652.39	$3,829.94	$7,482.32
3057	31	De La Cruz	Filomeno	$0.00	$919.18	$919.18
3018	32	De La Luz	Andres	$4,162.02	$1,378.78	$5,540.80
3004	33	De La Rosa Crus	Jose	$4,990.18	$2,144.76	$7,134.94
1845	34	Dolores	Jamie	$31,639.85	$31,028.72	$62,668.57
3619	35	Espinoza	Edwin	$127.41	$153.20	$280.61
2532	36	Eulogio	Rigoberto	$16,011.04	$17,185.63	$33,196.67
2669	37	Florencio	Cristobal	$3,206.45	$11,184.78	$14,391.24
3054	38	Flores	Martin	$1,082.97	$1,072.38	$2,155.36
3487	39	Flores	Oscar	$573.34	$612.79	$1,186.13
1838	40	Flores Juare	Silvestre	$33,784.57	$29,829.24	$63,613.81
2016	41	Flores Juare	Julian	$33,699.63	$32,182.63	$65,882.26
2054	43	Gallo	Rigoberto	$32,637.89	$30,760.09	$63,397.98
2822	44	Gallo	Isabel	$22,317.78	$23,737.56	$46,055.34
2832	45	Gonzalez	Gildardo	$21,595.79	$23,361.15	$44,956.94
2849	46	GONZALEZ	JORGE	$0.00	$21,077.86	$21,077.86
2946	47	Gonzalez	Jenaro	$7,538.35	$7,753.94	$15,292.29
3056	48	Gonzalez	Johnny	$934.33	$919.18	$1,853.52
3174	49	Gonzalez	Fabian	$6,986.25	$7,349.97	$14,336.21

3332	50	Gonzalez	Alex	$3,546.21	$3,829.94	$7,376.15
1999	51	Hayala (Ayala)	Oscar	$22,339.01	$28,723.76	$51,062.77
1371	52	Hernandez	Antonio	$34,973.72	$17,183.78	$52,157.50
2617	53	Hernandez	Mario	$2,590.65	$10,468.95	$13,059.59
1629	54	Igancio	Marcelino	$32,276.90	$27,077.57	$59,354.47
1927	55	Ino	Ciriaco	$34,973.72	$31,327.88	$66,301.60
2084	56	Ino	Rene	$31,852.20	$31,020.43	$62,872.63
2140	57	Iturbite arias	Angel	$29,919.83	$29,785.43	$59,705.26
2891	58	Leon	Israel	$14,397.20	$15,474.40	$29,871.59
2133	59	Loya	Jorge	$0.00	$28,549.34	$28,549.34
1870	60	Luna	Sergio	$16,223.39	$24,191.43	$40,414.81
2633	61	Machado	Alberto	$13,208.05	$14,860.35	$28,068.39
3284	62	Machado	Edwin	$4,650.42	$4,902.32	$9,552.74
1501	63	Martinez	Felipe	$14,121.14	$13,216.18	$27,337.32
1593	64	Martinez	Angel	$34,973.72	$27,154.46	$62,128.18
1680	65	Martinez	Rodolfo	$30,174.65	$29,249.94	$59,424.60
1825	66	Martinez	Oscar	$34,973.72	$31,504.73	$66,478.45
1837	67	Martinez	Leopoldo	$28,497.10	$26,952.34	$55,449.44
2809	68	Martinez stratford rd	Zacarias	$11,424.32	$11,038.77	$22,463.10
1886	69	Martinez 551 west 152st	Zacarias	$27,010.67	$18,775.35	$45,786.01
1992	70	MARTINEZ	ODILON	$8,578.86	$7,652.84	$16,231.70
2833	71	Martinez	Baltazar	$0.00	$22,626.36	$22,626.36
2703	72	Martinez	Miguel	$4,459.31	$5,444.85	$9,904.16
2978	73	Martinez	Osvaldo	$6,773.90	$6,446.78	$13,220.68
3413	74	Mejia	Amador	$2,611.88	$10,732.99	$13,344.88
2803	75	Melchor	Reynaldo	$25,460.53	$25,865.10	$51,325.62
1645	76	Mendez	Santiago	$34,973.72	$27,590.05	$62,563.77
2895	77	Mendez	Miguel	$14,142.38	$15,480.55	$29,622.93
2910	78	Mendez	Carlos	$13,229.28	$14,755.75	$27,985.03
1339	79	Mendoza	Acasio	$34,973.72	$25,676.99	$60,650.71
1836	80	Mendoza	Rey	$33,890.74	$31,110.25	$65,000.99
2969	81	Miranda	Lucio	$6,731.43	$6,906.38	$13,637.81
2562	82	Mosso	Noe	$15,013.00	$16,245.18	$31,258.18
3185	83	Mosso	Gregorio	$7,241.07	$7,502.19	$14,743.25
2101	84	Nagera	Benecio	$31,193.92	$31,287.46	$62,481.38
3047	85	Ochoa	Roman	$1,783.72	$1,914.97	$3,698.69
1271	86	ORTEGE	Ruben mendoz	$9,109.73	$9,371.24	$18,480.97
193	87	Ortiz	Joel U.	$62,147.90	$13,182.07	$75,329.97
1551	88	Ortiz	ROGELIO	$3,609.92	$1,764.85	$5,374.76
2394	89	Ortiz	Gustavo	$19,493.55	$21,161.41	$40,654.96
2394	90	ORTIZ PINOS	JOEL	$14,215.90	$8,586.86	$22,802.77
3012	91	osorio	rey	$4,650.42	$5,055.52	$9,705.94
1349	92	Perez	Inocencio	$25,715.34	$18,003.52	$43,718.86
2938	93	Pierre	Eduardo	$849.39	$956.65	$1,806.05
2885	94	Quiroz	Domingo	$2,972.87	$3,429.28	$6,402.15
2563	95	Ramirez	Arnulfo	$15,013.00	$15,861.48	$30,874.49
2776	96	Ramirez	Andres	$10,150.23	$11,064.95	$21,215.19
2296	97	Ramos	Miguel	$22,487.65	$21,795.24	$44,282.90
2304	98	Ramos	Adan	$22,317.78	$21,942.78	$44,260.56

2964	100	Ramos	Pedro	$7,028.72	$7,116.17	$14,144.89
2966	101	Ramos	Francisco	$7,092.42	$14,136.91	$21,229.33
712	102	Reina	Walter	$34,973.72	$5,981.29	$40,955.00
2178	103	Reyes	Calistro	$19,493.55	$20,468.91	$39,962.45
2073	104	Rivas Lanza	Henry	$32,128.25	$29,653.43	$61,781.68
2123	105	Rosendo	Zenaido	$30,684.29	$30,907.78	$61,592.07
1871	106	Rosendo Vega	Josue	$21,298.51	$21,907.50	$43,206.00
2871	107	Salgado	Florencio	$15,968.57	$17,086.69	$33,055.26
2008	108	Sierra	Angel	$30,450.70	$30,506.16	$60,956.86
1857/1827	109	SILVA Pinos	YOSUETH	$4,204.49	$4,040.57	$8,245.06
2801	110	Tores Guzman	Jose	$34,973.72	$23,536.26	$58,509.98
1807	111	Torres	Julio	$32,892.71	$27,464.63	$60,357.33
1856	112	Vasquez	Juan	$0.00	$33,806.03	$33,806.03
3035	113	Vazquez	Felipe	$0.00	$3,829.94	$3,829.94
2114	114	Vazquez Orti	Bernardo	$30,747.99	$31,264.49	$62,012.48
1844	115	Villa	Alfredo	$31,639.85	$30,269.98	$61,909.84
1930	116	VILLEGAS	BENITO	$34,973.72	$16,358.80	$51,332.52
2973	117	Zacarias	Ricardo	$8,090.46	$7,065.82	$15,156.28
2821	118	Flores	Martin J	$22,445.18	$22,785.97	$45,231.15
		ADDITIONALCLAIMANTS				
2974	119	Ochoa Sanchez	Gabril	$2,573.97	$3,712.79	$6,286.76
2983	120	Juarez Hernandez	Raul	$2,424.03	$6,220.85	$8,644.88
2038	121	Mosso	Catarino	$13,386.31	$32,199.68	$45,585.99
3540	122	Morales	Jorge	$466.48	$1,062.10	$1,528.58
3408	123	Najera	Ramiro	$1,149.54	$2,427.65	$3,577.19
	124	Munoz	Rogelio		$0.00	$0.00
3070	125	Dolores	Juan	$91.63	$140.06	$231.69
1611	126	Santos	Alberto	$674.73	$1,165.28	$1,840.01
1880	127	Juarez Cruz	Jose	$10,920.63	$27,996.17	$38,916.80
2881	128	Juarez	Claudio	$5,439.49	$13,692.43	$19,131.92
1904	129	Contreras	Juan Manuel	$8,954.75	$21,685.03	$30,639.78
2911	130	Espinoza	Martin	$599.76	$1,595.17	$2,194.93
3008	131	Juarez	Martin Rosendo	$1,957.55	$4,551.84	$6,509.39
3055	132	de la Cruz	Antonio	$358.19	$758.64	$1,116.83
2635	133	Sierra Garcia	Jose Luis	$5,156.27	$14,322.92	$19,479.19
2839	134	Sanchez	Oscar	$7,888.51	$21,367.30	$29,255.81
2956	135	Franco	Oscar	$0.00	$8,419.26	$8,419.26
1627	136	Gonzalas	Juan	$3,098.76	$7,903.96	$11,002.72
3626	137	Mejia	Antolin	$91.63	$140.06	$231.69
2414	138	Vazquez	Hector	$7,472.01	$18,166.57	$25,638.58
2828	139	de la Cruz Martinez	Jandri	$7,097.16	$19,289.80	$26,386.96
2419	140	Flores Carreon	Jose Luis	$594.35	$568.25	$1,162.60
2987	141	Rojas	Amado	$2,299.08	$5,765.66	$8,064.74

2975	142	Rojas	Osbaldo	$2,532.32	$7,249.22	$9,781.54
3625	143	Florencio	Valentin	$58.31	$164.99	$223.30
3022	144	perez-mendez	Osvaldo	$1,516.06	$4,383.25	$5,899.31
2498	145	Ramos	Jose Luis	$18,353.02	$9,974.81	$28,327.83
	146	Flores	Jose		$0.00	$0.00
383	147	Agramonte	Ramon	$932.96	$1,834.80	$2,767.76
1678	148	Rodriguez	Israel	$9,096.36	$22,460.10	$31,556.46
2083	149	Vasquez	Ricardo	$5,197.92	$14,197.22	$19,395.14
						$4,337,140.52
		NEW CLAIMANTS				
		Cortez	Esteban	$7,988.47	$16,998.77	$24,987.24
		Rendon-Vazquez	Mario	$6,355.79	$13,224.90	$19,580.69
						$4,381,708.46

Endorsement:

A fairness hearing was held on January 4, 2009 and now the Court authorizes distribution of the funds in accordance with the schedule provided to the Court on February 20, 2009 and attached hereto as Exhibit E.