

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	CIVIL NO. 08-5136 (DSD/JJG)
	)	
v.	)	<b>CONSENT DECREE</b>
	)	
GOLD’N PLUMP POULTRY, INC.,	)	
	)	
Defendant.	)	

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**INTRODUCTION**

Plaintiff Equal Employment Opportunity Commission (hereinafter the “Commission” or “EEOC”) has filed a Complaint captioned *EEOC v. Gold’n Plump Poultry, Inc.*, alleging that Defendant Gold’n Plump Poultry, Inc. (“Gold’n Plump”) discriminated against the Charging Parties because of their religion, Islam, in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”). It also alleges that Gold’n Plump discriminated against a class of Muslim employees at and applicants to Gold’n Plump’s operations in Cold Spring, Minnesota and Arcadia, Wisconsin by failing to provide reasonable accommodation for their sincerely held religious beliefs, adopting and/or subscribing to a hiring criteria that barred persons from obtaining reasonable accommodations, impermissibly restricting reasonable accommodations based upon irrelevant factors, and discharging persons based upon their need for reasonable accommodations.

Gold’n Plump has denied that it has engaged in any unlawful discriminatory conduct or practices, and disputes that any conduct attributed to it violates Title VII.

The eleven Charging Parties (as defined below), who are separately represented by counsel in independently filed litigation, *Aware Daud, et al. v. Gold’n Plump Poultry, Inc. and*

*The Work Connection, Inc.*, Court File No. 06-5013 (DSD/JJG) (“Daud”), have negotiated terms of a separate settlement agreement and judgment individually and on behalf of a putative class action, which is being submitted for Court approval concurrently with this Consent Decree (“Settlement Agreement and Judgment”). This lawsuit will be designated as a “related case” to the *Daud* matter.

In reaching this Consent Decree, the EEOC and Gold’n Plump, acting by and through their counsel, engaged in a significant exchange of information, during the investigation of the charges by the EEOC and during the process of negotiating this resolution. The parties have obtained sufficient information to assess reliably the relative merits of the claims and defenses.

All parties have participated in the drafting of this Consent Decree. The EEOC and Gold’n Plump were both represented by counsel knowledgeable in this area of the law.

The EEOC and Gold’n Plump mutually agreed to submit to mediation in an effort to resolve this matter. Under the supervision of the Mediator and the Court, the negotiations were conducted at arms’ length and without collusion. All parties were represented by counsel during these proceedings. The mediation discussions culminated in this Decree.

THEREFORE, upon the consent of the parties, and upon review by the Court of these terms, it is

ORDERED, ADJUDGED, and DECREED that the following terms are given approval, subject to a notice to the claimants and a hearing upon the fairness of this proposed Consent Decree as set forth herein:

**I. JURISDICTION, FINDINGS, AND DEFINITIONS**

**A. Jurisdiction**

This Court has jurisdiction over the parties and the subject matter of this action.

**B. Findings**

1. The purposes of Title VII will be furthered by the entry of this Decree.
2. The terms of this Decree constitute a fair and equitable settlement of this action.
3. Neither this Consent Decree nor any conduct, results or findings made in the course of negotiating or performing under the Consent Decree, shall constitute an admission by Gold'n Plump that it violated any law, ordinance, or regulation or engaged in any improper or unlawful conduct. Neither does any of the above constitute a concession by the EEOC on the merits of their claims. The terms of this Consent Decree were reached by a process of negotiation and compromise.

**C. Definitions**

1. "Gold'n Plump Facilities" or "Facilities" means Gold'n Plump Poultry, Inc.'s chicken processing operations in Cold Spring, Minnesota and Arcadia, Wisconsin.

2. "Charging Parties" are:

Aware Daud	444-2007-00101
Kadija Jama	444-2007-00104
Abdiaziz Ali Aba	444-2007-00107
Sahra Farah	444-2007-00109
Anab Ibrahim	444-2007-00111
Fowsiya Gelle	444-2007-00114
Kiin Farah	444-2007-00116
Lul Esse Hersi	444-2007-00119
Kasha Anna Sobania	444-2007-00122
Waris Barre	444-2007-01506
Issac Horor	444-2007-01506

"Charging Parties" shall also include any employees of Gold'n Plump or The Work Connection ("TWC") employed at the Facilities who filed a charge with the EEOC, Minnesota Department of Human Rights or Wisconsin Department of Workforce Development between September 1, 2005 and the Preliminary Approval Date of the Consent Decree which falls within the description in the first paragraph of the introduction to this Consent Decree.

3. For purposes of the monetary relief provided in this Decree, the “Settlement Class” is and consists of all current and former Muslim employees of Gold’n Plump or The Work Connection (“TWC”), who have worked at its Gold’n Plump’s Facilities at any time on or after September 1, 2005 through the Preliminary Approval Date of this Consent Decree. The Settlement Class shall not include any claims by the following individuals:

Omar A. Ibrahim  
Bashiir Idiris  
Omar Hanshi  
Mohamed D. Farah  
Abdishakur Egal  
Abdi Aziz Hussein  
Kaaha A. Ali  
Omar Kulmie  
Fartun Mohamed  
Samira Ismail  
Asli Mohamud  
Hinda Said  
Khadijo E. Gure  
Fardus A. Hussein  
Shukri Ali  
Abdirizak A. Ali  
Khadija A. Abukar  
Timiro Ali  
Sucdi Abdi  
Abdi Omar Dirie  
Deeqa M. Dahir  
Omar Issack  
Ismail Abdulle  
Kafiyo Mohamed  
Safia Mah  
Dakol Ahmed  
Abdulahi Salad  
Osman Dirie  
Nooh M. Ahmed  
Ardo Warsame

These thirty individuals, however, may participate in the Settlement Class for acts arising after the Conciliation Agreement based on conduct on or after October 12, 2006.

4. "Preliminary Approval Date" means the date the Court grants preliminary approval of the terms of the *Aware Daud, et al.* settlement agreement.

## **II. SCOPE OF RESOLUTION AND RELEASE OF CLAIMS**

### **A. Scope Of The Resolution Of The EEOC's Claims**

This Decree constitutes the full, final and complete resolution and release of the EEOC's claims in its Complaint that Gold'n Plump, at its Cold Spring, Minnesota and Arcadia, Wisconsin Facilities, violated Title VII by discriminating against the Charging Parties and similarly situated Muslim employees and applicants because of their race, religion and national origin during the period of September 1, 2005 through the Preliminary Approval Date of this Consent Decree.

### **B. Release Of Claims By The Charging Parties And The Settlement Class**

Persons who recover under this Decree shall be required to sign the Release and Waiver attached as **Exhibit A** hereto before they can obtain any monetary relief under this Decree. In addition, persons identified as Charging Parties in this Consent Decree will be required to sign a separate release negotiated by their counsel and Gold'n Plump as a condition to receiving monetary relief under this decree.

## **III. TERM**

**A.** The Term of this decree will be three (3) years from the Effective Date hereof. The Effective Date hereof will be the date upon which the District Court enters a final order approving this Consent Decree and the *Daud* settlement and the time for appeal of both such orders has passed.

**B.** If this Consent Decree is not approved by the Court or the settlements set forth in this Consent Decree are terminated or fail to become effective in accordance with their terms (or, if following approval by this Court, such approval is reversed or modified), the parties shall be

restored to their respective positions in this action as of the date hereof, the terms and provisions of this Consent Decree shall have no further force and effect with respect to the parties and shall not be used in this action or in any proceeding for any purpose, and any Judgment entered by the Court in accordance with the terms of this Consent Decree shall be treated as vacated and Gold'n Plump will be entitled to return of any monies deposited into the account under § XI (B).

**IV. ADHERENCE TO TITLE VII**

Gold'n Plump will not discriminate on the basis of religion in violation of Title VII in hiring, assignment, promotion, testing, discipline, discharge or termination, and will not retaliate against persons who oppose matters made unlawful under Title VII or who participate in proceedings under that Act. Gold'n Plump shall provide reasonable accommodation for its employees' and applicants' sincerely held religious beliefs to the extent required by Title VII.

**V. INJUNCTION AGAINST BARS OR RESTRICTIONS ON THE PROVISION OF REASONABLE ACCOMMODATION**

Gold'n Plump shall not discriminate on the basis of religion in violation of Title VII and shall reasonably accommodate the religious practices of Charging Parties and other Muslim employees with respect to daily Muslim prayers at its Arcadia, Wisconsin and Cold Spring, Minnesota processing facilities on each shift as follows: In addition to receiving other breaks and lunch breaks as otherwise required by law, such employees in second processing shall be afforded a ten minute break in the second one-half of the shift which break shall be scheduled so as to accommodate the daily Muslim schedule for prayer. Employees in first processing shall be permitted to transfer to secondary processing in order to accommodate their practices with respect to daily prayers.

Gold'n Plump will not adopt or allow any person or entity acting on its behalf to adopt a policy by which applicants or employees must declare, in advance, that they do not have a right

to reasonable accommodation. It will not adopt or allow any person or entity acting on its behalf to adopt a policy that contains any of the following:

- A. An agreement that the applicant or employee will handle pork products;
- B. Any prohibition against persons who have received discipline (short of termination) from being permitted to obtain a reasonable accommodation pursuant to Title VII;
- C. Any requirement that persons who are on probationary status are not eligible for reasonable accommodation under Title VII.

**VI. TRAINING**

During the term of the Consent Decree Gold'n Plump will conduct diversity training for managers, which will include instruction regarding the laws against religious discrimination and on the obligation of employers to provide reasonable accommodation for the sincerely held religious beliefs of their employees. The training will be on an annual basis during the term of this Decree. At least one year, one of these sessions shall be administered by an outside trainer. An agenda for the training and identification of the outside trainer will be provided to counsel for the EEOC at least 45 days before the training, and the EEOC counsel can object to either the agenda or the outside trainer no later than one month prior to the training. Gold'n Plump will promptly respond to the EEOC's objections.

**VII. POSTING AND POLICIES**

Gold'n Plump will continue to post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30.

**VIII. COMMITTEE**

A. Gold'n Plump will establish a Committee of approximately ten people who will serve one to two year terms. Removal of a member for cause, if necessary, will be pursuant to the general practice applicable to other Gold'n Plump committees and a replacement chosen pursuant

to the procedure in subsection VIII(B). Gold'n Plump will promote the Committee to its workforce in Somali. Nothing herein will bar Gold'n Plump from promoting the Committee in additional languages including English and Spanish.

**B.** Employees may apply for positions on the Committee. If more than one person per department applies, then members will be chosen randomly, giving preference to non-office workers.

**C.** Among the purposes of the Committee shall be to promote and provide feedback regarding diversity efforts at Gold'n Plump. The Committee will meet at least quarterly and minutes summarizing the discussion will be provided to management for each meeting. The Committee is not intended or authorized to negotiate the terms and conditions of employment or to resolve individual grievances or complaints.

**IX. STATEMENT TO EMPLOYEES**

Gold'n Plump's Chief Executive Officer will publish a statement to Gold'n Plump's employees in English and Somali affirming Gold'n Plump's commitment to treating all employees with dignity and respect, regardless of religion.

**X. REPORTING TO THE EEOC**

**A.** Gold'n Plump will provide a copy of all Prayer Transfer Request Forms and a list tracking the disposition of prayer accommodation requests to the EEOC on a semi-annual basis during the term of the Consent Decree, including whether the accommodation was granted or denied, and the reason, if any, for a denial of the request (setting forth the specifics of any "undue burden").

**B.** Gold'n Plump will report to the EEOC on a semi-annual basis during the term of the Consent Decree whether it disciplined any employee for asserting a need for, or acting upon a previously refused request for, a reasonable accommodation. The report will identify the



employee being disciplined, the date of the discipline, the type of discipline received, and the reason for the discipline.

C. Semi-annually during the term of this Decree, Gold'n Plump will notify the EEOC of any complaints of religious discrimination or retaliation, the name and address of the person making the complaint, and the disposition of the complaint. Gold'n Plump will submit to the EEOC any existing documents that the EEOC requests relating to the complaint.

**XI. MONETARY REMEDY**

A. Gold'n Plump will make monetary payments in resolution of this matter, as described in the remainder of this Section.

B. Within twenty-one (21) days after the Preliminary Approval Date of this Consent Decree, Gold'n Plump shall deposit in a separate interest-bearing account the sum of \$215,000, which is Gold'n Plump's monetary liability to Settlement Class Members under this Consent Decree.

C. Settlement Class Members who filed charges of discrimination against Gold'n Plump with the EEOC as set forth in § I (C)(2), *supra*, shall each receive \$8,000.

D. The remaining monetary remedy, as defined in § XI(A-C), *supra*, will be allocated by the EEOC in accordance with the following Settlement Class Categories:

1. Category 1: Settlement Class Members Abdi Farah, Mohamed Igal, Abdulkadir Hussein, Abdirahman Yalahow, Jama Hoosh and Nasra Adan, whose employment at Gold'n Plump terminated when, after first having agreed to handle pork, they later refused.

2. Category 2: Settlement Class Members who left employment at Gold'n Plump because they were denied a prayer accommodation between September 1, 2005 and the Preliminary Approval Date. The EEOC may determine based on the affidavits or other information they deem appropriate the individuals who fall within Category 2.

3. Category 3: Settlement Class Members who received written warnings or final corrective actions or were terminated because they were praying during an emergency bathroom break or an unscheduled absence from their work area between September 1, 2005 and the Preliminary Approval Date of the Consent Decree. The EEOC may determine based on the affidavits or other information they deem appropriate the employees who fall within Category 3.

4. Category 4: Settlement Class Members who sought and were denied an accommodation for their sincerely held religious beliefs between September 1, 2005 and the Preliminary Approval Date of this Consent Decree. As a condition of receiving these payments, the Settlement Class Member will be required to sign a statement under penalty of perjury that he or she sought and was denied an accommodation because of Gold'n Plump's policies. The EEOC may determine based on the affidavits or other information they deem appropriate the employees who fall within Category 4.

**E.** Within seven (7) days after Preliminary Approval of this Consent Decree, Gold'n Plump will provide the EEOC in Excel format a computer disk containing the name, Social Security number, and last known address for potential members of the Settlement Class. For this purpose, potential members of the Settlement Class shall be all employees a) employed by Gold'n Plump at the Facilities at any time after September 1, 2005 who self identified themselves as black at the time of employment or b) who filled out a prayer accommodation request form on or after September 1, 2005. In addition, within seven (7) days after the Preliminary Approval of this Consent Decree, Gold'n Plump will provide the EEOC a list of all employees of Gold'n Plump and TWC employed at Gold'n Plump's Facilities between September 1, 2005 and the Preliminary Approval Date of this Decree who self identified themselves as black at the time of employment and who received either a written warning, final corrective action notice or were terminated for

taking an excessive number of emergency bathroom breaks, for being away from their work area without permission or for insubordination.

**F.** Payment amounts in each of the four categories shall be determined at the EEOC's sole discretion.

**G.** Payments made pursuant to this Section are cumulative, and shall include any accrued interest. Class members can receive distributions from as many funds as they are determined eligible for by the EEOC.

## **XII. CLAIM PROCEDURE**

**A.** Within seven (7) calendar days of receipt of the employee data defined in § **XI(D)&(E)**, *supra*, the EEOC will mail to potential Class Members at their last known address via first class mail (1) a Notice of Settlement (attached as **Exhibit B**); and (2) an Employee Claim Form (attached as **Exhibit C**). If the search yields a new address, the EEOC will also mail the Notice of Settlement and Claim Form to the most recent address. The EEOC will not be required to continue to mail the Notice of Settlement and Claim Form for returned mail after fifteen (15) calendar days of the postmarked date of the original Notice of Settlement and Claim Form. Potential Class Members will have thirty (30) calendar days to return the Claim Form. If, after thirty (30) calendar days a Potential Class member has not returned a Claim Form, they will not be entitled to recover under this Decree. Claim Form's postmarked after thirty (30) calendar days from the date of the original mailing date will not be considered, and the Potential Class member submitting a Claim Form after that date will not recover under this Decree.

**B.** No later than forty (40) calendar days before the hearing on the fairness of this Decree, the EEOC shall determine for each Settlement Class Member the proposed amount of each member's share of the settlement plus interest. No later than thirty-five (35) calendar days before the hearing on the fairness of this Decree, the EEOC will notify each Settlement Class

Member of the amount of their proposed distribution and their right to file objections to the proposed Decree.

C. The EEOC shall, no later than November 19, 2008, cause notice of this settlement to be published in the St. Cloud Times and a Somali language newspaper and broadcast via a Somali language television program.

**XIII. HEARING ON CONSENT DECREE**

A. The Court will conduct a hearing on the fairness of this Decree on February 17, 2009. If the Court does not schedule a hearing on the fairness of this Decree for February 17, 2009, the Fairness Hearing shall occur no earlier than ninety (90) calendar days after the Preliminary Approval Date of this Consent Decree.

B. No later than seven (7) calendar days before the hearing on the fairness of this Decree, the EEOC will provide the Court a list of all Settlement Class Members as of that date and the proposed monetary distribution for its review and approval as part of the hearing on the fairness of this Decree.

C. If any person wishes to object to the entry of this Consent Decree, the objector must file with the Court a detailed written statement of the objection. The objections may be in Somali or in English. The objector must file the original objection with the Court and send copies to each of the representatives of the parties listed below, postmarked by February 6, 2009:

Nicholas J. Pladson  
Equal Employment Opportunity Commission  
330 Second Ave S., Suite 720  
Minneapolis, MN 55408

Timothy R. Thornton  
Lauren E. Lonergan  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402

**D.** The undersigned parties will have the right to respond to any objections. The parties' responses may be filed with the Court no later than seven (7) calendar days before the hearing. The parties can also submit supplemental information to the Court at that time to respond to any concerns or issues raised during the claims process.

**E.** If the Court disapproves any major substantive provision of this Decree, or of the amount of the distributions to the claimants, or if the Settlement Agreement and Judgment are not finally approved and adopted by the Court, or if the Settlement Agreement in the *Daud* case fails to become effective according to its terms, the parties will not be bound by this proposed Consent Decree in any way and will be free to litigate the issues raised in the Commission's Complaint or to renegotiate any other settlement agreement.

**F.** If the Court approves this Decree, the EEOC will mail a Release to the Claimants in the form provided for in **Exhibit A** within ten (10) business days after the Effective Date of the Consent Decree. The Claimants will have fifteen (15) calendar days to review, execute the Release, and mail it back to the EEOC. If any Claimant fails to sign the Release, he or she will not be entitled to recover an award pursuant to Section XI.

**G.** Upon expiration of the time for submission of Release forms, the EEOC will request the present value of the monetary settlement then in the interest-bearing account. The EEOC will adjust monetary awards to include the accrued interest and to account for any adjustment in the number of class members entitled to distribution in Categories 2, 3 and 4 and will provide Gold'n Plump with a final list of the Settlement Class Members and the amount of

each individuals share of the proceeds. Gold'n Plump will, within twenty-one (21) calendar days after receipt of the final list from the EEOC, mail the checks for each identified Class Member in the amount designated by the EEOC, less any applicable withholdings, to each Settlement Class Member with copies to the EEOC.

**XIV. MONITORING OF COMPLIANCE**

Gold'n Plump will submit to the EEOC on a semi-annual basis a certification of compliance with this Decree. The EEOC may review compliance of the Decree during the term of this Decree upon written notice to Gold'n Plump's attorney of record at least ten (10) business days in advance of any inspection of Gold'n Plump's documents or premises. Upon such notice, Gold'n Plump will allow representatives of the Commission to review Gold'n Plump's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises.

DATE: December 1, 2008

s/ Jeanne J. Graham

Jeanne J. Graham

United States Magistrate Judge

BY CONSENT:

FOR GOLD'N PLUMP, INC:

DATE: November 18, 2008

s/Lauren E. Lonergan

FOR PLAINTIFF EEOC:

Ronald S. Cooper  
General Counsel

James L. Lee  
Deputy General Counsel

Gwendolyn Young Reams  
Associate General Counsel

Equal Employment Opportunity Commission  
1801 L Street N.W.  
Washington, D.C. 20507  
(202) 663-4702

DATE: November 17, 2008

s/John C. Hendrickson  
John C. Hendrickson  
Regional Attorney

DATE: November 17, 2008

s/Jean P. Kamp  
Jean P. Kamp  
Associate Regional Attorney

Equal Employment Opportunity Commission  
Chicago District Office  
500 West Madison Street, Suite 2000  
Chicago, IL 60661  
(312) 353-8550

DATE: November 17, 2008

s/Nicholas J. Pladson  
Nicholas J. Pladson (#0388148)  
Trial Attorney

Attorney for Plaintiff  
Equal Employment Opportunity Commission  
330 Second Avenue South, Suite 720  
Minneapolis, MN 55401  
Telephone: (612) 335-4047  
Fax: (612) 335-4044



**EXHIBIT A**

**DRAFT**

**RELEASE AND WAIVER**

In consideration for \$ \_\_\_\_\_ paid to me by Gold'n Plump Poultry, Inc., in connection with the resolution of EEOC v. Gold'n Plump Poultry, Inc., Case No. 0:08-CV-05136 (DSD/JJG) (D. Minn.), I waive my right to recover for any claims arising under Title VII of the Civil Rights Act of 1964 that I had against Gold'n Plump Poultry, Inc. prior to the date of this Release and Waiver that were included in the claims alleged in EEOC's complaint in EEOC v. Gold'n Plump Poultry, Inc., Case No. 0:08-CV-05136 (DSD/JJG) (D. Minn.).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***NOTE: This is a draft of the Release and Waiver form. You do not need to sign this now. Once the EEOC has determined the amount of your potential payment in this case, you will be sent a final Release and Waiver form that you will be required to sign in order to receive payment.***

**EXHIBIT B**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Case No. 08-CV-5136 (DSD/JJG)

Plaintiff,

v.

**CLAIM FORM**

GOLD'N PLUMP POULTRY, INC.,

Defendant.

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**IT IS IMPORTANT THAT YOU READ THE  
NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT  
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM**

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1. *Name:* \_\_\_\_\_

*Name while employed by Gold'n Plump:* \_\_\_\_\_

2. *Current Address (include city, state and zip code):*

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3. *Home Telephone Number (include area code):* \_\_\_\_\_

*Daytime Telephone Number (include area code):* \_\_\_\_\_

4. *Approximate Dates of Employment with Gold'n Plump:*

From \_\_\_\_\_ To \_\_\_\_\_

5. Are you a practicing Muslim?

YES NO (Circle one)

6. During your employment at Gold'n Plump, were you ever disciplined or written up by a manager or supervisor for praying during unscheduled breaks or emergency bathroom breaks?

YES NO (Circle one)

7. Did you leave your employment at Gold'n Plump because you were not allowed to pray in accordance with the Muslim religion?

YES NO (Circle one)

8. If you were terminated from your employment at Gold'n Plump, were you terminated because you were praying during an unscheduled break or emergency bathroom break?

YES NO (Circle one)

9. During your employment at Gold'n Plump, did you ask a manager or supervisor for time away from work to pray?

YES NO (Circle one)

a. Did your manager or supervisor grant your request to pray?

YES NO (Circle one)

b. After granting your request, did your manager or supervisor later deny your request to pray?

YES NO (Circle one)

10. Did you participate in the EEOC's investigation or its lawsuit against Gold'n Plump by, for example, being interviewed or submitting evidence to the EEOC?

YES NO (Circle one)

I understand that if I am awarded a payment from the Consent Decree, I will have to execute the Waiver and Release of claims against Gold'n Plump that is attached as an exhibit to this Claim Form in order to receive that payment.

I, \_\_\_\_\_, declare under penalty of perjury that all of the information on this form is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT C**  
**CLASS ACTION SETTLEMENT NOTICE**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Aware Daud, et al.,

Plaintiffs and proposed  
class representatives,

Court File No. 06-4013 DSD/JJG

vs.

Gold'n Plump Poultry, Inc. and  
The Work Connection, Inc.,

Defendants.

---

Equal Employment Opportunity  
Commission.,

Plaintiff,

Court File No. 08-5136 DSD/JJG

vs.

Gold'n Plump Poultry, Inc.,

Defendant.

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Equal Employment Opportunity  
Commission.,

Plaintiff,

Court File No. 08-5137 DSD/JJG

vs.

The Work Connection, Inc.

Defendant.

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**THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. READ THIS NOTICE  
CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED.**

This notice is to inform you about the settlement of three lawsuits, a class action lawsuit

against Gold'n Plump Poultry, Inc. ("Gold'n Plump") and The Work Connection ("TWC") (together "Defendants"), a lawsuit by the Equal Employment Opportunity Commission ("EEOC") against Gold'n Plump and another against TWC (collectively "the Actions"), each pending in the United States District Court for the District of Minnesota and now consolidated, brought on behalf of Somali Muslim individuals who apply or applied for employment or who are or were employed by Gold'n Plump or TWC between September 1, 2005 and September 1, 2011. Proposed settlements of each of the lawsuits have been conditionally approved by the Court. Both the proposed class action settlement and proposed EEOC Consent Decree delineate the religious accommodation for prayer that will be provided by Defendants. The proposed EEOC Consent Decree may also entitle you to payment if the settlement is finally approved by the Court.

**READ THE REST OF THIS NOTICE TO LEARN WHAT YOU CAN DO WITH REGARD TO THE ACTION AND HOW TO SUBMIT A CLAIM FOR PAYMENT.**

**THE ACTIONS**

In each of the lawsuits, the plaintiffs allege that Gold'n Plump and The Work Connection failed to accommodate Somali Muslim religious needs and otherwise discriminated against Somali Muslims. Gold'n Plump and The Work Connection deny the plaintiffs' claims in each lawsuit and contend that they have not acted in an unlawful manner. The class action plaintiffs, EEOC, Gold'n Plump and TWC have agreed to settle the lawsuits.

**A. Class Action Lawsuits**

The Court has certified a Plaintiff Settlement Class in the class action lawsuit, defined to include all former, current, and future Muslim, hourly, nonexempt production line employees of Gold'n Plump or The Work Connection who have worked, now work, or in the future work in live receiving, evisceration, and second processing at Gold'n Plump's poultry processing facilities in Cold Spring, Minnesota or Arcadia, Wisconsin (the "Facilities") at any time between September 1, 2005 and September 1, 2011, and all former, current, and future Muslim applicants for those positions through Gold'n Plump or TWC at any time between September 1, 2005 through September 1, 2011.

Daud Class Counsel believes that the tentative settlement is fair and in the best interests of the Daud Settlement Class. Daud Class Counsel has investigated the facts relating to the claims made in the Action. That investigation has included reviewing and analyzing many documents.

Daud Class Counsel recommends this tentative settlement based upon: (1) the equitable relief to be provided the Daud Settlement Class; (2) their investigation; (3) having assessed the likelihood of prevailing at trial and the range of money damages which ultimately might be established and recovered, or other relief obtained; and (4) after taking into account the likelihood that this litigation, if not now settled by voluntary agreement among the parties, would be further protracted and involve complex issues of fact and law, as well as other issues relating both to liability and to damages, and the other uncertainties and risks inherent in litigation.

**B. EEOC Class Action**

The EEOC has defined a settlement class for monetary relief to include all current and former Muslim applicants for employment or employees of Gold'n Plump or TWC who worked or work at Gold'n Plump's facilities at any time on or after September 1, 2005 through the Preliminary Approval Date ("EEOC Settlement Class"). In addition, the EEOC has agreed to specific injunctive relief for the Charging Parties and similarly situated Muslim employees and applicants because of their race, religion and national origin during the period of September 1, 2005 through the Term of the Consent Decrees. The Term of the Gold'n Plump Consent Decree is three years and the Term of the TWC Consent Decree is two years. The EEOC concluded, after investigation and after carefully considering the relevant circumstances and the applicable law, that it would be in the public's best interest to settle this matter on the agreed-upon terms. The EEOC believes that the settlement would be in the public interest because it would assure that the benefits reflected in this Notice are obtained.

**WHAT YOU MAY BE ENTITLED TO RECEIVE UNDER THE PROPOSED SETTLEMENTS**

**A. Injunctive Relief**

Under the proposed class action settlement and EEOC Consent Decree, Gold'n Plump shall reasonably accommodate Somali Muslim prayer by providing all Daud Settlement Class members who work in day shift second processing at the facilities a paid 10-minute prayer break during the Dhuhr prayer window (defined in the Settlement Agreement as the period commencing five minutes prior to the start of the Dhuhr prayer as specified on the Islamicfinder.org website and ending three minutes after the start of the Asr prayer as specified on the Islamicfinder.org website for Cold Spring, Minnesota and Arcadia, Wisconsin, respectively) on those days when some part of the Dhuhr prayer window does not fall during the rest break provided in the first four hours of the day shift or the lunch break that is between the end of the fourth hour and the end of the fifth hour of the day shift, and by providing all Daud Settlement Class members who work in night shift second processing at the facilities a paid 10-minute prayer break during the Fajr prayer window (defined in the Settlement Agreement as the period commencing five minutes prior to the time indicated for the start of the Fajr prayer on the Islamicfinder.org website and ending three minutes after "Sunrise" as specified on the Islamicfinder.org website for Cold Spring, Minnesota and Arcadia, Wisconsin, respectively) on those days when some part of the Fajr prayer window does not fall during the rest break provided in the first four hours of the night shift or the lunch break that is between the end of the fourth hour and the end of the fifth hour of the night shift. Gold'n Plump may determine in its sole discretion when the prayer breaks occur. The 10-minute time period allowed shall include any time necessary to don and doff any gear, to wash and to walk from the processing line to the place where Daud Settlement Class members perform their prayers, to perform the prayer rituals, to walk back to the processing line, to wash or sanitize and to re-don any gear. Up to ten times per year per shift per plant, the break may be provided outside of the applicable prayer window as defined herein for specific reasons such as USDA or equipment issues, times of emergency or to avoid moving the break time within ten days of daylight/standard time changes, and such deviation will not constitute a breach of the settlement agreement but is within the scope of the reasonable accommodation provided. The religious accommodation for ritual Muslim prayer for

any Muslim hourly nonexempt processing employee not working in day or night shift second processing who desires a prayer break is to request a transfer to second processing. Transfers will be handled in accordance with Gold'n Plump's transfer policy. Daud Settlement Class members not assigned to second processing may have to wait for a period of time until a position opens up in second processing to receive a transfer to day or night shift second processing.

The foregoing accommodation shall be the sole religious accommodation available to Daud Settlement Class members for ritual Muslim prayer during work hours. All employees, including those waiting for an accommodation, must comply with all work rules including that, except for authorized breaks, employees may not leave the processing line during work hours for the purpose of praying, or any other reason except on an emergency basis. It is expressly understood that discipline pursuant to Gold'n Plump's disciplinary policies may issue if work rules are violated.

**B. Monetary Payment**

Pursuant to the EEOC Consent Decree, you may be eligible for a monetary payment if the settlement is approved by the Court. The various categories of claimants eligible for payment are delineated fully in the proposed Consent Decree. The categories include EEOC settlement class members establishing to EEOC's satisfaction that during the relevant time period they (1) were not hired because they were unwilling to handle pork, (2) left employment because prayer accommodation was denied, (3) were disciplined or terminated for praying during an emergency bathroom break or unscheduled absence from work area, (4) sought and were denied a prayer accommodation. The amount of your payment will depend on the answers that you give on the attached claim form and the number of claims received. Defendants are contributing a total of \$365,000 to the Claim Fund.

In order to receive any money, you will be required to sign a release and waiver of your Title VII claims against Gold'n Plump and/or TWC. But you do not have to sign the release and waiver until after you have submitted your claim form (if you choose to submit one) and after the Court holds a hearing about the settlement.

**1. Claims Process.** To receive any payment from the Claim Fund, claimants must complete the Claim form that is attached to this Notice. The EEOC will determine the amount of the payment after consideration of the Claims submitted to it.

**2. Claims Deadline.** Claim forms must be postmarked **by December 19, 2008**. Any claim form received after that date shall not be considered timely. Failure to submit a timely Claim form shall disqualify a claimant from receiving any payment from the Claim Fund. Claim forms must be mailed to:

Nicholas J. Pladson  
Trial Attorney  
EEOC  
Suite 720  
330 Second Avenue South  
Minneapolis, MN 55401

A postage-paid return envelope is included with this Notice and claim form.

**3. Notification of Payment of Settlement Proceeds.** If you submit a timely Claim form, the EEOC will notify you at the address you list on your Claim form of the amount that it proposes you be paid from the settlement proceeds. This notification will take place before a hearing on the fairness of the proposed Consent Decree.

You should consult with your own tax advisor concerning the tax effects of any payment you receive.

**C. Attorneys' Fees**

Subject to Court approval, defendants have agreed to pay counsel for the Daud Named Plaintiffs and the Daud Settlement Class ("Daud Class Counsel") up to \$985,000 in attorneys' fees and costs and expenses in connection with the class action. Daud Class Counsel and the Daud Named Plaintiffs have agreed not to seek any additional award of fees, costs, or expenses either from defendants or from any of the sums to be paid to Daud Settlement Class members under the proposed EEOC Consent Decree.

**D. Release of Claims**

If the settlements are finally approved, the claims of all members of the Daud Settlement Class against defendants will be dismissed with prejudice, and all members of the Daud Settlement Class will release defendants and be permanently barred from hereafter suing or seeking any other relief from defendants (as it is defined in the Settlement Agreement and Releases) with respect to the issues raised in the Actions, including any lawsuit, charge or claim you have pending against defendants alleging violations of 42 U.S.C. §§ 1981, 1985, or 1986, Title VII, the Minnesota or Wisconsin human rights statutes, or any other claims arising out of or related to defendants' discrimination against or failure to accommodate Muslim religious practices during the class period. Further, only those claimants who sign a release and waiver of their claims under Title VII of the Civil Rights Act of 1964 against Gold'n Plump and TWC will receive a payment from the settlement proceeds. A copy of the Release and Waiver is included with this Notice.

**E. Rights and Options of Claimants**

**1. Final Hearing.** A public hearing will be held at 9:30 a.m. on February 17, 2009 before Magistrate Judge Jeanne J. Graham of the U.S. District Court for the District of Minnesota, located at Courtroom 3B, Warren E. Burger Federal Building, 316 North Robert Street, St. Paul, MN 55101. The hearing will determine whether the proposed Consent Decree is just, fair, reasonable, and adequate for the public interest and should be granted final approval.

**2. Right to Object to Settlement of the Actions and Entry of the Consent Decree.** If you are a Daud Settlement Class member, you have the right to object to the settlement. If you are an EEOC Settlement Class member, you have the right to object to entry of the Consent Decree. If you want to object, you must file by mail with the Court a detailed written objection postmarked no later than **February 6, 2009**. Your objection must include your name, address, telephone number, the dates you applied for work or worked at either Gold'n



Plump or TWC, and what position(s) you worked in, and (b) the specific grounds for the objections. To file, you must mail the original objection to the Court to this address:

Clerk of United States District Court  
Warren E. Burger Federal Building  
316 North Robert Street  
St. Paul, MN 55101

You must also mail copies to the following people:

EEOC's Counsel:

Nicholas J. Pladson  
Trial Attorney  
EEOC  
Suite 720  
330 Second Avenue South  
Minneapolis, MN 55401

Daud Class Counsel:

T. Joseph Snodgrass  
Larson King, LLP  
2800 Wells Fargo Place  
30 East Seventh Street  
St. Paul, MN 55101

Defendants' Counsel:

Timothy R. Thornton  
Lauren E. Lonergan  
Briggs and Morgan  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402

Defendants' Counsel:

John J. McDonald, Jr.  
Meagher & Geer, P.L.L.P.  
Suite 4400  
33 South Sixth Street  
Minneapolis, MN 55402

Any objection that is not postmarked by the above date will not be considered by the Court.

**3. Right to Attend Hearing.** You may also attend the Final Hearing. You may ask to be heard by Magistrate Judge Graham at the Final Hearing. In order to be heard, however, you must have submitted a timely written objection under the procedures set forth above.

**F. To Obtain Additional Information**

The description of the litigation, the settlement and the Consent Decree set forth in this Notice is general and does not cover all of the issues and proceedings thus far. If you have additional questions you can contact:

For the Class Action Settlement:

Daud Class Counsel:

T. Joseph Snodgrass  
Troy F. Tatting  
Larson King, LLP  
2800 Wells Fargo Place  
30 East Seventh Street  
St. Paul, MN 55101  
(877) 373-5501

For the EEOC Consent Decree:

EEOC's Counsel:

Nicholas J. Pladson  
Trial Attorney  
EEOC  
Suite 720  
330 Second Avenue South  
Minneapolis, MN 55401  
(612) 335-4047

Please do not call the Court, the Clerk, or the Defendants.

If you would like a copy of the complete Settlement Agreement, you may call and leave your name and address on the voice mail machine at (877) 373-5501. If you would like a copy of the complete Consent Decree, you may call and leave your name and address on the voice mail machine at (612) 335-4047.

You may **DISCUSS THIS WITH YOUR OWN ATTORNEY** or seek court permission to appear through your own attorney.

If the Court approves the proposed settlement agreement, it will enter a judgment binding on all members of the Daud Settlement Class.

Dated: \_\_\_\_\_

Issued at the Direction of:

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Honorable Jeanne J. Graham  
United States Magistrate Judge