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EEOC v. M. Slavin & Sons, Ltd. d/b/a M. Slavin & Sons Fish

Judge Jack B. Weinstein

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EEOC v. M. Slavin & Sons, Ltd. d/b/a M. Slavin & Sons Fish

Keywords

EEOC, M. Slavin & Sons, M. Slavin & Sons Fish, 09-5330 (JBW)(RML), Consent Decree, Sexual Harrassment, Retaliation, Constructive Discharge, Sex, Male, Race, National Origin, African American or Black, Agriculture, Employment Law, Title VII

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

-x

Plaintiff,

-v-

Civil Action No. 09-5330 (JBW)(RML)

**M. SLAVIN & SONS, LTD. d/b/a
M. SLAVIN & SONS FISH**

Defendant.

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission ("EEOC") and Defendant M. Slavin & Sons, LTD., d/b/a M. Slavin & Sons Fish ("Defendant") have agreed to resolve this action by the terms of the Consent Decree.

EEOC brought this action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the basis of sex (male), race (Black), national origin (African), and to provide appropriate relief to Charging Party Kevin Pierson and a class of similarly situated male employees who EEOC alleges were subjected to racial and sexual harassment, constructively discharged and retaliated against for opposing the discrimination and their participation in this lawsuit.

Defendant has denied the allegations in this lawsuit and there has been no finding by any Court or jury of any violations of law.

The parties desire to settle this action, and therefore do hereby stipulate and consent to the entry of the Decree as final and binding between EEOC and Defendant and its purchasers, successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which

Defendant may merge or with which Defendant may consolidate. Defendant will provide notice and a copy of the Decree to any purchasers, successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendant may merge or with which it may consolidate. Defendant will advise EEOC if it is acquired or if it merges or consolidates with any other entity within 7 days of any such change.

Defendant is currently a debtor and debtor-in-possession in a voluntary case commenced under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York, Case No. 11-10589 (REG) (the "Bankruptcy Case"), and the Defendant is in the process of formulating a proposed plan of reorganization that it anticipates filing with the Bankruptcy Court within the next several months.

The Decree resolves claims in EEOC Charge Number 520-2009-00350 and the claims of racial (Black), national origin (African) and sexual harassment (male), constructive discharge, and retaliation raised in the Complaints filed in this action. The Decree does not resolve any other charges of discrimination currently pending before EEOC or any charge that may be filed in the future against Defendant.

The terms of the Decree represent the full and complete agreement of the parties. The parties agree that the Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

In consideration of the mutual promises of each party to the Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. INJUNCTION AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

1. Defendant, its owners, shareholders, officers, managers, supervisors and employees

are enjoined from harassing or discriminating against any individual because of the individual's sex, race or national origin.

2. Defendant, its owners, shareholders, officers, managers, supervisors and employees are enjoined from retaliating against any individual for asserting his or her rights under Title VII or otherwise engaging in protected activity, and is further enjoined from retaliating against any individual who has complained of discrimination, opposed discrimination, filed a charge of discrimination, or given testimony or assistance concerning the investigation or litigation of the charge or this action.

B. ENFORCEMENT OF DECREE

1. EEOC and Defendant agree that the Court has jurisdiction over the subject matter of this litigation, venue is proper, and all administrative prerequisites have been met. Defendant will not contest the validity of the Decree or the jurisdiction of the Court to enforce the Decree and its terms.

2. The Court will retain jurisdiction to enforce the Decree.

C. MONETARY RELIEF

1. Within 45 days of the entry of the Decree, Defendant will pay \$900,000 in compensatory and punitive damages to the following Claimants: Eric Almond, James Ayres, Joseph Bryan, Gregory Burgess, Dwayne Burrus, Kelly Cameron, Samuel Campbell, Moussa Coulibaly, Ron Davis, Robert Dorvil, Vincent Febo, Raymond Gilyard, Booker Green, Lionel Grier, Frank Hazzard, Michael Hoffer, Isidro Lopez, Cesar Monterossa, Estate of Kevin Pierson, Steve Pruitt, Benjamin Ratley, Thomas Russell, Roberto Salgado, Ricardo Sanchez, John D. Simpson, Gary Smith, Ronald Thomas, Ledell Walker, Otis Walker, Jonathan Willie and Otis Wright. EEOC will have complete discretion over the allocation of the funds. All funds will be

distributed to Claimants and no portion will revert back to Defendant. The funds will be dispersed as specified in Exhibit A. (Exhibit A, which details the amount of money that each of the Claimants will receive in the settlement of this matter, has been filed under seal to protect these individuals' personal financial information).

2. Within 30 days after payment is sent to each claimant, Defendant will issue an IRS 1099 Form to each Claimant. Defendant will simultaneously send EEOC a copy of the check and IRS Form 1099. EEOC will provide counsel for Defendant with the current mailing address for each claimant.

3. If the Defendant's Bankruptcy Case is pending at the time payment under A(1) herein is due, the Defendant shall only be obligated to make such immediate payment from Defendant's insurance policy proceeds. In the event the Defendant's insurance policy proceeds are insufficient to pay the full amount required under A(1), the Defendant shall pay the full amount of insurance policy proceeds available to it, with the balance of amounts owed to be granted a general unsecured claim against the Debtor in favor of the EEOC.

D. POSTING OF NOTICE OF RESOLUTION

1. Within 5 days of the entry of the Decree, Defendant will conspicuously post and maintain a "Notice of Resolution" attached as Exhibit B, where employee notices are posted at Defendant's facilities. Defendant will confirm in writing to EEOC within 7 days of the entry of the Decree that the Notice has been posted by the deadline and specify where it has been posted.

E. EQUAL EMPLOYMENT OPPORTUNITY COORDINATOR

1. Defendant will retain an individual from an independent outside entity, with the approval of EEOC, to serve as the Equal Employment Opportunity (EEO) Coordinator.

2. The EEO Coordinator will have responsibility for:

- a. promoting Defendant's compliance with anti-discrimination laws, Defendant's policies and procedures prohibiting employment discrimination, and the Decree;
- b. arranging for training of all employees as required by the Decree;
- c. ensuring that all notices and postings required by the Decree are issued and maintained as required by the Decree;
- d. receiving, investigating and resolving reports and complaints of discrimination, harassment and retaliation, and recommending appropriate action. The EEO Coordinator will ensure that investigations are done in a manner that complies with federal anti-discrimination laws and the Decree and that reports or complaints of discrimination, harassment and retaliation are resolved in a manner that complies with federal anti-discrimination laws and the Decree;
- e. maintaining records required by anti-discrimination laws and the Decree and forwarding reports and records to EEOC as required by the Decree;
- f. regularly attending training and taking other steps, including membership in professional organizations, to keep abreast of developments in federal anti-discrimination laws.

3. Defendant will give its full cooperation to the EEO Coordinator in the performance of the EEO Coordinator's responsibilities under the Decree and will pay all costs, fees and expenses of the EEO Coordinator. Defendant will give the EEO Coordinator full access to Defendant's officers, managers, supervisors, employees, vendors, contractors, and documents and records related to the performance of the EEO Coordinator's responsibilities under the Decree. Defendant will immediately inform the EEO Coordinator of any allegations, reports or suspected incidents of discrimination, harassment or retaliation.

4. Defendant will establish and maintain a toll-free telephone number, accessible by the EEO Coordinator, for reporting suspected discrimination, harassment or retaliation.

5. If the individual retained as the EEO Coordinator ceases to act as EEO Coordinator for any reason Defendant will provide written notice to EEOC of the need to designate a new

EEO Coordinator. Such notice must be provided to EEOC within 7 days of the day that Defendant learns that the person or entity appointed as the EEO Coordinator is ceasing to act as EEO Coordinator. Within 30 days, Defendant will identify another qualified person who is knowledgeable and experienced in laws prohibiting employment discrimination and appropriate investigative practices and techniques to assume the role of EEO Coordinator. The new EEO Coordinator will be mutually agreed upon with EEOC.

F. ANTI-HARASSMENT, ANTI-DISCRIMINATION AND DISCIPLINE POLICIES & PROCEDURES

1. Defendant will adopt a comprehensive Anti-Harassment, Anti-Discrimination and Discipline Policies and Procedures prohibiting all forms of unlawful employment discrimination and providing effective complaint procedures for discrimination complaints. The procedures must ensure that a thorough, fair and timely investigation of complaints is conducted by qualified and trained persons. Defendant's Policy is attached as Exhibit C.

2. The Policy will set forth Defendant's commitment to equal opportunity in all aspects of employment and, at a minimum, set forth the following: (a) a clear explanation of prohibited conduct; (b) the assurance that employees who make complaints of discrimination or provide information related to such complaints will not be retaliated against; (c) a clearly described complaint process that provides accessible avenues of complaint; (d) a complaint process that provides a prompt, thorough, and impartial investigation; (e) the assurance that Defendant will take appropriate discipline of employees who engage in discriminatory, harassing or retaliatory conduct, and will describe the consequences, up to and including termination, that will be imposed upon any employee, supervisor or manager who is reasonably found to have violated the policies; (f) a requirement that supervisors or managers who learn of or see possible incidents or reports of harassment, discrimination or retaliation must immediately report it to the EEO

Coordinator. Within 45 days of the entry of the Decree, Defendant will issue Policy to all employees. Defendant will confirm in writing to EEOC that the Policy and letter of commitment described in G were distributed to all of its employees within the deadline. Defendant will provide all new employees with copies of the Policy within 5 days of hire and keep written records as to this distribution.

G. LETTER OF COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

1. Defendant will distribute to all employees a letter from Defendant's owners and officers, a copy of which is attached as Exhibit D, emphasizing Defendant's commitment to abide by all federal laws prohibiting employment discrimination and explaining the prohibition on harassment and retaliation. This letter will be sent to Claimants with their settlement checks within 45 days of entry of the Decree and to all other employees within the same 45 day period. The letter will inform employees of upcoming equal employment opportunity training, retention of an EEO Coordinator, and information for making a complaint of discrimination, harassment or retaliation.

H. ANTI-DISCRIMINATION AND ANTI-RETALIATION TRAINING

1. Within 30 days of the entry of the Decree, Defendant will provide at least 90 minutes of one-on-one specialized anti discrimination, anti harassment and anti retaliation training by Jackson Lewis LLP or such other provider acceptable to the EEOC to each of the following individuals: Barry Slavin, Mitchell Slavin, Cindy Slavin, Charles Clayton, and Patrick Montalbano. The training will address prohibited activity under Title VII, Defendant's legal obligations under Title VII, Defendant's obligations under the Decree, Defendant's liability including contempt of court if the Decree is violated, and the allegations in this case specific to each of these individuals. In the event that Jack Slavin or Julio Pereira is rehired by Defendant,

he will be provided one-on-one training in accordance with this paragraph.

2. Within 60 days of the entry of the Decree and then annually, Defendant will provide 4 hours (2 sessions of 2 hours each) of equal employment opportunity, anti-discrimination, and anti-retaliation training by Jackson Lewis LLP for all owners, officers, managerial and supervisory employees. The training will instruct officers, managers and supervisors that Defendant has a legal obligation to take appropriate steps to prevent discrimination, harassment and retaliation and to take prompt remedial measures if it occurs. The training will address Defendant's Policy including methods for reporting incidents of suspected discrimination, harassment and retaliation. The training will stress that officers, managers and supervisors must set the tone for enforcement of Defendant's Policy and that they must not engage in discrimination, harassment or retaliation. The training will also address how Defendant will investigate reports of suspected discrimination, harassment and retaliation, and Defendant's procedures for resolving such complaints, including Defendant's disciplinary procedures. The training will identify the EEO Coordinator, explain the responsibilities of the EEO Coordinator, and identify the telephone number that can be used to report suspected incidents of discrimination, harassment or retaliation. The training will instruct officers, managers and supervisors that if they learn of or see possible incidents or reports of discrimination, harassment or retaliation, they are required to immediately report it to the EEO Coordinator. The training will stress that retaliation against individuals who engage in protected activity under Title VII will not be tolerated, and that individuals who engage in discrimination, harassment or retaliation will be disciplined, and that such discipline may include suspension without pay or termination. Defendant will train all new managerial and supervisory employees within 7 days of the date the employees assume managerial or supervisory responsibilities.

3. Within 60 days of the entry of the Decree and then annually, Defendant will provide 2 hours of equal employment opportunity and anti-discrimination training by Jackson Lewis LLP for all non-supervisory employees. The training will address Defendant's Policy including methods for reporting incidents of suspected discrimination, harassment and retaliation. The training will also address how Defendant will investigate reports of suspected discrimination, harassment and retaliation, and Defendant's procedures for resolving such complaints, including Defendant's disciplinary procedures. The training will identify the EEO Coordinator, explain the responsibilities of the EEO Coordinator, and identify the telephone number that can be used to report suspected incidents of discrimination, harassment or retaliation. The training materials will be provided to the EEOC prior to the training.

I. MONITORING AND REPORTING

1. Within 7 days of each of the above training sessions, Defendant will provide EEOC with an attendance sheet containing the date of the training, the printed names of those in attendance and their signatures. Written confirmation of annual training must be provided to EEOC within 7 days of the completion of the training sessions.

2. Within 3 months of entry of the Decree, and every 3 months thereafter, Defendant will provide a written status report to EEOC with information regarding all verbal or written complaints of discrimination from employees or applicants received during the preceding 3 months. The report will include the name of the complainant, the name of the alleged harasser or discriminator, a summary of the complaint, a list of steps taken by Defendant during the investigation, the results of the investigation, and any remedial action taken by Defendant. If there are no complaints during the preceding 3 month period, Defendant will provide that information in writing to EEOC.

3. EEOC may monitor compliance during the duration of the Decree by inspection of Defendant's premises, records, and interviews with employees at reasonable times.

4. Defendant will send all required written reports by email to decreemonitor.nydo@eoc.gov.

J. DURATION OF DECREE AND RETENTION OF JURISDICTION

1. The Decree will remain in effect for 5 years from the date of entry. Upon the entry of the Decree, the matter will be closed, but the Court will retain jurisdiction to enforce the terms listed herein for the life of the Decree.

K. TIMING OF EFFECTIVENESS OF DECREE PROVISIONS

1. The provisions in A, B, C, D, F (except for references to the EEO Coordinator), G (except for references to the EEO Coordinator), 1(2) - (4), and J herein are effective immediately upon entry of this Decree.

2. The provisions in E, H, and 1(1) shall be incorporated expressly into any plan of reorganization, which Plan shall require that each of the provisions referenced in this paragraph become effective no later than 60 days after such Plan goes effective.

3. With regard to the provisions of this Decree concerning the EEO Coordinator, Defendant shall amend its Policy (Exhibit C) to include the name of the new EEO Coordinator and his or her contact information and reissue the Policy and its Letter of Commitment (Exhibit D) consistent with the provisions of K(2) herein. Defendant shall also amend its Notice (Exhibit B) to include reference to the new EEO Coordinator and his or her contact information and re-post the Notice at its facility. Defendant shall post the new Notice, issue the new Policy to all employees and mail out its revised Letter of Commitment (to all employees and claimants) within 60 days after the reorganization plan referenced in K(2) becomes effective.

4. Failure to incorporate the terms of this Decree, as required in K(2) and K(3) herein, in a confirmed plan of reorganization in the Defendant's bankruptcy case, regardless of the Plan proponent, shall constitute a default of the Defendant under this Decree,

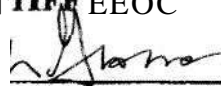
SO ORDERED, ADJUDGED, AND DECREED

Date:

HON. JACK B. WEINSTEIN
Senior United States District Judge

~~PLAINTIFF~~ EEOC

Date: ^ U * I \ \



Elizabeth Grossman, Regional Attorney)

Nora E. Curtin, Supervisory Trial Attorney,]



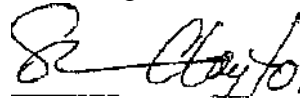
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FOR DEFENDANT M. SLAVIN & SONS, LTD.
d/b/a M. SLAVIN & SONS FISH

Date: /?-//<////

by: Greg Riolo, Attorney at Law
Jackson Lewis LLP
One North Broadway
White Plains, New York 10601-2329
Telephone No. 914-514-6123
Facsimile No. 914-328-0541
Email Address: riolog@jacksonlewis.com



Date: W/s///

M. SLAVIN & SONS, LTD. d/b/i*
M. SLAVIN & SONS FISH

EXHIBIT A - Filed Under Seal

Exhibit A contains the specific settlement amounts to be paid to each claimant.

The parties have agreed to file this document under seal to protect claimants' personal financial information.



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

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
For General Information: (800) 669-4000
TTY: (800)-669-6820
District Office: (212) 336-3721
General FAX: (212) 336-3625

EXHIBIT B

NOTICE TO ALL EMPLOYEES OF M. SLAVIN & SONS

This notice is posted pursuant to a Consent Decree entered into by M. Slavin & Sons, LTD, d/b/a M. Slavin & Sons Fish ("Slavin") and the U.S. Equal Employment Opportunity Commission ("EEOC"), in resolution of Case No. 09-5330 filed by EEOC in the United States District Court for the Eastern District of New York.

Federal law prohibit employers from discriminating against applicants and employees based on national origin, religion, race, color, sex, age, disability or genetic information. Federal law also prohibits employers from retaliating against applicants or employees who complain about or oppose discrimination or participates in any way in the processing of a complaint.

The terms of the Consent Decree require that Slavin:

1. Will not harass or discriminate against individual because of his or her race, sex or national origin and from retaliating against any person who exercises his or her rights under federal anti-discrimination laws;
2. Post this Notice to inform employees about the resolution of the lawsuit.
3. Will retain an Equal Employment Opportunity ("EEO") Coordinator to ensure Slavin's compliance with federal laws prohibiting employment discrimination and to receive, investigate and resolve complaints of race discrimination, racial harassment and retaliation;
4. Will cooperate with the EEO Coordinator in the performance of the EEO Coordinator's duties;
5. Will adopt, implement and maintain written policies and procedures prohibiting race discrimination, racial harassment and retaliation, procedures for receiving and investigating complaints of race discrimination, racial harassment or retaliation, and procedures to discipline managers, supervisors or employees who violate the policies;
6. Will distribute a copy of the written policies and procedures prohibiting employment discrimination to all current and future employees;
7. Will distribute a Letter of Commitment to Equal Employment Opportunity to all employees;

8. Will provide training to all current and future employees, managers and supervisors on federal laws prohibiting employment discrimination, harassment and retaliation;
9. Will report all complaints of discrimination or retaliation to the EEOC.

Slavin is required to retain an EEO Coordinator (approved by EEOC) within 60 days of the date when its bankruptcy reorganization plan becomes effective. During the interim period, you may bring any complaints of discrimination to Trini Atanasio at (718) 495-2800 or you may contact:

U.S. Equal Employment Opportunity Commission
1-800-669-4000
Website: www.eeoc.gov

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

This notice must remain posted for 5 years from the date of posting, until _____

EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICIES & PROCEDURES

Equal Employment Opportunity

M. Slavin & Sons Ltd. is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, alienage or citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran or military status, genetic information or any other status protected by law. This policy applies to all employment practices including but not limited to recruitment, advertising, hiring (or failure or refusal to hire), employment, job assignment, working conditions, training, compensation, benefits, promotions, discipline and terminations and other obligations and privileges of employment.

M. Slavin & Sons Ltd. will endeavor to make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability, unless doing so would result in an undue hardship on the organization. Likewise, we will make reasonable accommodations, upon request, arising out of an individual's religious beliefs or practices. Employees who believe they need a reasonable accommodation should alert their supervisor or the EEO (Equal Employment Opportunity) Coordinator.

If you have any questions or concerns, please let your Supervisor, Manager, the EEO Coordinator or any other member of management know. Remember, our doors are always open to listen to your concerns.

Any individual may any time, even after separation of employment who feels this policy has been violated is encouraged to immediately contact his/her supervisor, manager, the EEO Coordinator, or any member of management. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of inappropriate conduct under this policy will be subject to disciplinary action, up to and including termination of employment.

Anti-Harassment Policy

M. Slavin & Sons Ltd. does not tolerate harassment in the workplace or at any other location where M. Slavin & Sons Ltd. sponsored activities occur, whether the harassment is based on a person's race, color, religion, creed, sex, sexual orientation, national origin, ancestry, ethnicity, age, disability, citizenship, marital status, familial status, veteran or military status, genetic information or any other characteristic protected by law. The purpose of this policy is to ensure that our employees are free from all forms of harassment in the workplace, since such behavior has a negative impact on both the employee and M. Slavin & Sons Ltd. If you believe that you or another employee is being harassed by a supervisor, employee, guest, vendor, or other third party with whom you interact as a part of your job, you are directed to bring the matter to M. Slavin & Sons Ltd.'s attention immediately as set forth below.

Harassment is any conduct that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. Examples include vulgar or offensive conversation or jokes; unwelcome comments about an employee's physical characteristics, religious beliefs, ethnic background, medical condition, or disability; teasing, slurs, threats, derogatory comments, or other similar verbal, non-verbal or physical conduct directed toward a person, which creates an unprofessional and hostile working environment.

Policy Statement on Sexual Harassment

Sexual harassment of the employees of M. Slavin & Sons, Ltd. will not be tolerated and is unlawful. The purpose of this policy is to ensure that employees of M. Slavin & Sons Ltd. are free from sexual harassment in the workplace or at any other location where Company sponsored activities occur, since such conduct may be unlawful and negatively affect our employees and M. Slavin & Sons, Ltd. If you believe that you or another employee is being sexually harassed by a supervisor, employee, guest, vendor or other third party with whom you interact as part of your job, you are directed to bring the matter to M. Slavin & Sons, Ltd.'s attention immediately in the manner set forth below.

Sexual harassment may be directed at anyone by anyone, and may include a male harassing a female, a female harassing a male, a male harassing another male or a female harassing another female, regardless of sexual orientation. Examples of conduct that could constitute sexual harassment include unwelcome sexual advances, grabbing or touching another person in an inappropriate manner, request for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, posters, or Internet sites, sending sexually explicit e-mail, voice-mail, or other electronic transmissions, or other verbal, non-verbal or physical conduct of a sexual nature, such as uninvited or non-consensual touching or sexually-related comments, that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. In addition to the above, any disrespectful behavior through insulting or degrading sexual remarks or conduct, and threats, demands, or suggestions, that an employee's work status is contingent upon the employee's toleration of or agreement to sexual advances, are grounds for discipline, up to and including termination.

Complaint Procedures

All employees have a duty to report any instances of discrimination or harassment, whether the harassment is directed toward you or another employee. Slavin is required to hire an EEO Coordinator (approved by EEOC) within 60 days of the date when its bankruptcy reorganization plan becomes effective. During the interim period, you may bring any complaints of discrimination to Trini Atanasio at (718) 495-2800. You may also report the matter to your immediate supervisor, a manager, Cindy Slavin, any other owner, or any other member of management with whom you feel comfortable communicating. If you have not received a satisfactory response to your complaint after 5 days, you should contact Cindy Slavin (during business or non-business hours), the Owners, or the Company's EEO Coordinator (or in the interim, Trini Atanasio at (718) 495-2800). Slavin will ensure that an investigation is immediately conducted. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Any employee who engages in inappropriate conduct deemed to be sexual harassment, or who otherwise violates this policy will be subject to disciplinary action, up to and including termination of employment.

Anti-Retaliation Provision

It is unlawful and against M. Slavin & Sons, Ltd. policy to retaliate against an employee for making a discrimination or sexual harassment complaint or for cooperating in an investigation of a discrimination or sexual harassment complaint; such retaliation is also grounds for disciplinary action up to and including termination.

Information resulting from complaints filed under this procedure will be kept confidential to the extent possible.

EXHIBIT D

LETTER TO EMPLOYEES

M. Slavin & Sons is committed to providing a workplace free of discrimination, harassment and retaliation for all of its employees. No employee will be subjected to harassment or discrimination because of his or her race, sex, national origin or other protected characteristic under the law, nor will any employee be retaliated against for exercising his or her rights under anti-discrimination laws.

As part of its commitment, M. Slavin is required to retain an Equal Employment Opportunity ("EEO") Coordinator (approved by EEOC). This will be completed within 60 days of the date when its bankruptcy reorganization plan becomes effective. During the interim period, you may bring any complaints of discrimination to Trini Atanasio at (718) 495-2800. Any complaints will be investigated and appropriate action will be taken for violations of its policies.

Enclosed please find M. Slavin's written policies and procedures prohibiting discrimination, harassment and unlawful retaliation, and procedures for receiving and investigating any such complaints to all current and future employees.

Finally, M. Slavin will provide training to all current and future employees, managers, supervisors, and owners on laws prohibiting employment discrimination, harassment and retaliation.