



UNITED STATES GOVERNMENT
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

GOBIERNO DE LOS ESTADOS UNIDOS
COMISION DE IGUALDAD DE OPORTUNIDAD EN EL EMPLEO

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LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213) 894-1000
TDD (213) 894-1121
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CONCILIATION AGREEMENT

IN THE MATTER OF:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

and

Charge No. 340-2003-10938

Mr. Matthew Cusick
2917 Craiglawn Rd
Silver Spring, MD 20904

Charging Party

Cirque du Soleil (US), Inc.
980 Kelly Johnson Drive Ste 200
Las Vegas, NV 89119

Respondent

An investigation having been made under Title I of the Americans with Disabilities Act of 1990, by the United States Equal Employment Opportunity Commission (EEOC), and reasonable cause having been found under Title I, the parties do resolve and conciliate this matter as follows:

I. GENERAL PROVISIONS

1. This conciliation agreement fully and completely resolves all issues arising out of Charge #340-2003-10938 through the effective date of this agreement. The EEOC and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge.
2. Nothing in this Agreement shall be construed to preclude EEOC and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the EEOC from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The EEOC shall determine whether the Respondent has complied with the terms of this agreement. In the event that EEOC determines that the Respondent has not complied with the terms hereof, EEOC shall send written notice to the Respondent outlining in detail such non-compliance, following which the Respondent shall be given a reasonable time period to remedy such non-compliance.
3. The parties agree that this agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this agreement.
4. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Agreement and to secure relief on behalf of aggrieved persons not covered by the terms of this Agreement.
5. The Respondent agrees that it shall comply with all requirements of Title I of the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, and the Equal Pay Act of 1963, as amended, as well as any other applicable laws or regulations of the jurisdiction in which Respondent conducts business.

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6. The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under the Title I of the ADA; or because of the filing of a charge; giving of testimony or assistance; or participation in any manner in any investigation, proceeding, or hearing under any statute administered by the EEOC.
7. This agreement constitutes the good faith, fair and equitable settlement of disputed claims. Respondent's entry into and performance of the terms and conditions of this agreement is not and shall not in any way be construed as an admission by Respondent of any wrongful act, acts of discrimination, violations of any federal, state, or local law, or that any treatment of Charging Party or any other person was unwarranted, unjustified, discriminatory, or otherwise unlawful.
8. The Respondent agrees that EEOC may review compliance with this Agreement. As a part of such review, EEOC may require written reports regarding compliance, may inspect the Respondent's premises, interview witnesses, and examine and copy documents. EEOC agrees it shall provide Respondent with written notice of any requests for information and/or inspections and shall allow Respondent reasonable time to respond, which shall not be less than ten business days.
9. The effective date of this agreement is the date that the last signature is affixed to this agreement.
10. This agreement shall remain in full force and effect for two years subsequent to the date of its execution. If the Respondent has failed to meet any of the provisions in the agreement at the end of the two years, without having remedied such failure as provided in paragraph 2 of this section I, General Provisions, the duration of this agreement may be extended for a period to be agreed upon in writing between EEOC and the Respondent.

II. GENERAL RELIEF

1. Respondent agrees that it shall not engage in any employment practice that unlawfully discriminates against an applicant or employee based on disability, record of a disability, or perceived disability. Specifically, Respondent will not refuse to hire an applicant because of disability; discharge an employee because of disability; or subject an individual to different terms and conditions of employment because of disability.
2. Within seven days from the effective date of this agreement, Respondent will appoint an EEO Officer to oversee the implementation and fulfillment of this agreement.
3. Within ten days of the effective date of this agreement, Respondent agrees to issue a policy statement to all employees affirming its strong affirmation of anti-discrimination laws and its zero tolerance for employment discrimination. Specific reference will be made to Title I of the ADA which prohibits employment discrimination on the basis of disability and prohibits retaliation for opposing any form of employment discrimination for filing a complaint, testifying, assisting in or participating in any manner in an investigation, proceeding, or hearing regarding any form of employment discrimination.
4. Within thirty days of the effective date of this agreement, the Respondent agrees to produce a training schedule for the conducting of at least three hours of annual EEO training specific for its Supervisors and Managers and those individuals in the Human Resources departments. Such training shall be provided by an instructor who has specific experience and education in Human Resources and EEO laws. Supervisors and Managers will be advised that their failure to abide by the Respondent's anti-discrimination policies and federal laws prohibiting such discrimination will result in their discipline up to and including discharge.

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5. Within thirty days of the effective date of this agreement, Respondent shall begin providing at least two hours of EEO training to all employees. The training shall have an emphasis on the ADA law including the hiring of individuals with disabilities and the providing of reasonable accommodations in compliance with the ADA and sensitivity training regarding working with individuals with disabilities with a special emphasis on HIV/AIDS. Company-wide EEO training shall be given annually to all employees.
6. Within thirty days of the effective date of this agreement, Respondent agrees to include EEO training as part of the new employee orientation for all new employees.
7. Throughout the effective date of this agreement, Respondent agrees to keep logs of the names, position titles, dates and times of attendance for all training attendees. Copies of the logs will be provided to the EEOC on a quarterly basis.
8. Within ten days of the effective date of this agreement, Respondent agrees to post: "Notice to Applicants and Employees" which is identified as Attachment "A" to this agreement.
9. Respondent agrees that full public disclosure may be made of the terms and conditions of this agreement by the parties hereto, provided that such parties conduct themselves in good faith in making such disclosure. The parties to this agreement may issue separate press releases after the last signature is affixed to this agreement.
10. Within thirty days of the effective date of this agreement, Respondent shall produce a copy of its policy in accordance with Title I of the ADA law, with a special emphasis on reasonable accommodation and hiring practices.
11. Throughout the term of the agreement, Respondent agrees to maintain applicant flow and hire data of all its positions.

III. CHARGING PARTY RELIEF

1. Within ten days of the effective date of this agreement, Respondent agrees to pay the sum of \$300,000.00 in compensatory damages to Charging Party. This payment by Respondent shall be reported on IRS form 1099 issued to Charging Party, and Charging Party agrees that any and all tax liability resulting from said payment shall be solely Charging Party's responsibility.
2. Within ten days of the effective date of this agreement, Respondent agrees to pay Charging Party the sum of \$200,000.00, representing front pay for approximately five years. It is agreed that this sum to be paid by Respondent has been precipitated by Charging Party's refusal to accept reinstatement in a performance role offered by Respondent. This payment by Respondent shall be reported on IRS form 1099 issued to Charging Party, and Charging Party agrees that any and all tax liability resulting from said payment shall be solely Charging Party's responsibility.
3. Within ten days of the effective date of this agreement, Respondent agrees to pay Charging Party lost wages for the time period of 4/4/03 to 3/4/04, in the amount of \$60,000.00, which includes \$1,333.43 in interest, less normal payroll withholding. This payment by Respondent shall be reported on IRS form W-2 issued to Charging Party.
4. Within ten days of the effective date of this agreement, Respondent agrees to pay Charging Party's Attorney fees in the amount of \$40,000.00. This payment shall be reported by Respondent on IRS form 1099 issued to Charging Party's Attorney.

IV. REPORTING REQUIREMENTS

1. Within ten days of the effective date of this agreement, Respondent agrees to provide the Director of the EEOC's Los Angeles District Office, Attention: DJ Lichten, Federal Investigator:
 - A. Confirmation of the payment of the Charging Party's individual monetary relief and the payment of Attorney's fees referenced herein.
 - B. Confirmation of the appointment of an EEO Officer.
 - C. Copy of the Non-Discrimination Policy Statement issued to all employees.
 - D. Confirmation of the posting of the "Notice to Applicants and Employees" referenced as Attachment "A" to this Agreement.

2. Within sixty days of the effective date of this agreement and on a quarterly basis thereafter, Respondent agrees to provide the Director of the EEOC's Los Angeles District Office, Attention: DJ Lichten, Federal Investigator:
 - A. All documents in the training sessions referred to in part II of the Agreement, including but not limited to, any training manuals or outlines used. Copies of training materials specific to training on HIV/AIDS shall be shared with Lambda Legal for review.
 - B. Copies of the training attendance logs which will contain the attendees names, position titles, dates and times of attendance for all training attendees. Copies of the logs will be provided for the EEOC on a quarterly basis with a list of attendees.
 - C. All documents and correspondence should be mailed to the Equal Employment Opportunity Commission, 255 E. Temple Street, Fourth Floor, Los Angeles, CA 90012, to the attention of DJ Lichten, Federal Investigator.

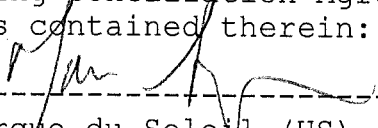
D. The data may be provided in summary form but the Respondent shall make available to the EEOC complete copies of all underlying documentation for review and inspection, upon request by the EEOC.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

4/14/04

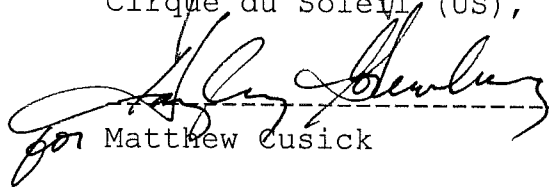
Date



Cirque du Soleil (US), Inc.

4/10/04

Date

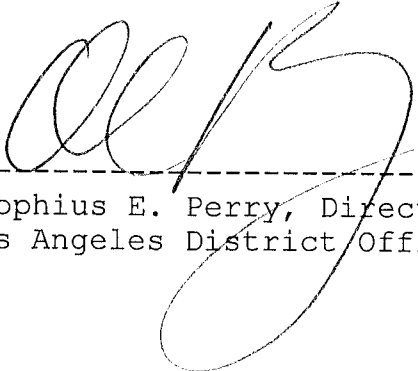


601 Matthew Cusick

Approved on Behalf of the Commission:

4/22/04

Date



Olophius E. Perry, Director
Los Angeles District Office