

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>U.S. EQUAL EMPLOYMENT</b>	)	
<b>OPPORTUNITY COMMISSION,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>CIVIL ACTION NO. 1:24-cv-01086</b>
	)	
<b>v.</b>	)	
	)	
<b>PRO PALLET, LLC,</b>	)	
	)	
<b>Defendant.</b>	)	
<hr style="width: 35%; margin-left: 0;"/>	)	

**JOINT MOTION FOR ENTRY OF CONSENT DECREE**

Plaintiff U.S. Equal Employment Opportunity Commission (the “Commission” or “EEOC”) and Defendant Pro Pallet, LLC (“Defendant”) respectfully move the Court for approval and entry of the attached Consent Decree (Exhibit 1). In support of the Motion, the parties state as follows:

1. The Commission and Defendant have negotiated the attached Consent Decree as a resolution of the Commission’s claims in the above-captioned case.
2. The Commission and Defendant believe that the terms of this Consent Decree are adequate, fair, reasonable, equitable and just.
3. The Commission and Defendant believe that the Consent Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Consent Decree will further the

objectives of Title VII of the Civil Rights Act of 1964, as amended, and will be in the best interests of the parties, those for whom the Commission seeks relief and the public.

Respectfully submitted,

/s/ Nina A. Menniti

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*Counsel for Plaintiff U.S. EEOC*

/s/ Christopher Curci

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*Counsel for Defendant Pro Pallet,  
LLC*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>U.S. EQUAL EMPLOYMENT</b>	)	
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<b>Plaintiff,</b>	)	<b>CIVIL ACTION NO. 1:24-cv-01086</b>
	)	
<b>v.</b>	)	
	)	
<b>PRO PALLET, LLC,</b>	)	
	)	
<b>Defendant.</b>	)	
<hr style="width: 100%;"/>	)	

**CONSENT DECREE**

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) instituted this action against Pro Pallet, LLC (“Defendant”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”). In its Complaint, EEOC alleged that Defendant violated Section 704(a) of Title VII by retaliating against Charging Party Dawn Romano for opposing unlawful employment practices. Defendant denies EEOC’s allegations, and there has been no adjudication of the Title VII liability issues in this action.

As a result of settlement discussions, EEOC and Defendant (hereinafter, collectively, “the Parties”) desire to resolve this action without the time and expenditure of contested litigation. Accordingly, the Parties agree that this action

should be resolved through entry of this Consent Decree (“Decree”). This Decree, once approved and entered by the Court, shall fully resolve all claims alleged in EEOC’s Complaint filed in this case.

### **STIPULATIONS**

A. The Parties acknowledge the jurisdiction of the United States District Court for the Middle District of Pennsylvania over the subject matter of this action and the Parties to this action for purposes of entering this Decree and, if necessary, enforcing this Decree.

B. Venue is proper in this judicial district for purposes of entering this Decree and any proceedings related to enforcement of the Decree.

C. The Parties agree that all conditions precedent to the institution of this action have been fulfilled.

### **FINDINGS**

Having carefully examined the terms and provisions of this Decree, and based on the pleadings and stipulations of the Parties, the Court finds the following:

A. The Court has jurisdiction over the subject matter and the Parties in this action.

B. The terms of the Decree are lawful, fair, adequate, reasonable, and just.

C. The Decree conforms to the Federal Rules of Civil Procedure and Title VII, and it is not in derogation of the rights or privileges of any person. The entry of

this decree will further the interests of Title VII and will be in the best interest of the Parties, those for whom EEOC seeks relief, and the public.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

**DEFINITIONS**

A. As used in this Decree, the term “complaint” shall mean any allegation or report made by any person, whether or not substantiated by evidence, whether or not made in conformity with Defendant’s established procedures (so long as knowledge of the complaint may be imputed to Defendant), made by any means of communication, regarding potential discrimination or harassment committed by any employee, officer, director, owner, or customer of Defendant.

B. The term “days” shall mean calendar days unless business days are clearly specified in a specific provision of the Decree. If any deadline referenced in this Decree shall fall on a weekend or a federal holiday, the deadline shall be moved to the next business day.

C. The term “employee” shall be construed in accordance with applicable Title VII case law defining the meaning of the term “employee” and “employer.” The term “employee” shall specifically include all full-time and part-time employees of Defendant.

D. The term “Effective Date” shall be the date that the Court approves and enters this Decree as an order of the Court.

**EFFECTIVE DATE, DURATION, AND RETENTION OF JURISDICTION**

1. This Decree shall become effective immediately upon the Effective Date and shall remain in effect until its expiration date, which shall be three (3) years immediately following the entry of the Decree.

2. For the duration of this Decree, the Court shall retain jurisdiction over the action to enforce the terms of the Decree and shall have all available remedies to enforce the Decree, including but not limited to monetary sanctions and injunctive relief. Should the Court determine that any party has not complied with this Consent Decree, appropriate relief, including but not limited to extension of the Consent Decree for such period as may be necessary to remedy its non-compliance, may be ordered.

**INJUNCTION**

3. Defendant, its owners, officers, directors, agents, employees, successors, assigns, and all persons in active concert or participation with Defendant are hereby enjoined from engaging in any form of retaliation against any person because such person has (a) opposed any practice made unlawful or reasonably believed to be unlawful under Title VII, including but not limited to making a complaint or conducting investigations of complaints; (b) filed a charge of

discrimination under Title VII; (c) testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII; (d) requested or received relief under this Decree; and/or (e) asserted any rights under this Decree.

**MONETARY RELIEF**

4. Within thirty (30) days of the Effective Date, Defendant shall pay Charging Party Dawn Romano (f/k/a or a/k/a Dawn M. Rodriguez) a total monetary relief in the amount of Fifty Thousand Dollars (\$50,000.00). Seventeen Thousand Dollars (\$17,000.00) of that total shall constitute back pay (wages) and the remaining Thirty-Three Thousand Dollars (\$33,000.00) shall constitute compensatory damages. Defendant shall pay this total monetary relief to Charging Party Dawn Romano via two (2) checks, according to the following requirements:

a. Defendant shall issue one Seventeen Thousand Dollar (\$17,000.00) check to Dawn Romano containing the portion of the total monetary relief designated as back pay (wages). Defendant shall make all legally required federal, state, and local payroll tax withholdings from the amounts set forth in Paragraph 4, above, that are designated as back pay and front pay. Defendant shall be responsible for paying its own share of all payroll tax liability required by law, including but not necessarily limited to employer contributions under FICA. This check shall be accompanied by a

written description setting forth the type and amount of payroll tax withholdings made.

b. Defendant shall issue a second Thirty-Three Thousand Dollar (\$33,000.00) check to Dawn Romano containing the portion of the total monetary relief designated as compensatory damages, which shall be paid to Ms. Romano in full without any payroll tax withholdings or deductions.

c. Defendant shall ensure that the checks in this Paragraph are made payable to “Dawn Romano.” Defendant shall deliver the two checks to Charging Party Dawn Romano via express overnight mail or other method capable of being tracked at an address to be provided by EEOC.

d. In the event that Defendant is unable to complete delivery of the checks to Charging Party Dawn Romano, it shall promptly contact Senior Trial Attorney Nina Menniti at EEOC’s Pittsburgh Area Office to obtain a current address for Ms. Romano or to otherwise make alternative arrangements for payment. Defendant shall exercise reasonable diligence when attempting payment delivery or, upon failure of delivery, working with EEOC to make alternative arrangements for payment delivery.

e. At the time that Defendant issues IRS Forms W-2 to its employees, Defendant shall issue and deliver to Charging Party Dawn Romano an IRS Form W-2 for the monetary relief amount constituting back



pay and an IRS Form 1099-MISC for the monetary relief amount constituting compensatory damages.

f. Within ten (10) days from the date that Defendant makes the payments required above to Charging Party Dawn Romano, Defendant shall send copies of the checks issued to Charging Party Dawn Romano, written description of payroll tax withholdings made, and proof of express mail delivery to EEOC Senior Trial Attorney Nina Menniti at EEOC's Pittsburgh Area Office.

5. Resolution of this case pursuant to this Decree is not conditioned on Ms. Romano waiving or releasing any claims or rights other than the Title VII claims that EEOC has pleaded in its Complaint (ECF No. 1) in the above-styled and numbered action.

### **TITLE VII NOTICE**

6. Within fifteen (15) days of the Effective Date, Defendant shall post a copy of the Notice to All Employees, attached hereto as Exhibit A (hereinafter "Notice"), in an employee breakroom, restroom, or other conspicuous location accessible to employees at Pro Pallet, LLC and any places where employee notices are usually posted. The notice shall be signed by Defendant's owners. The Notice shall be posted for the duration of this Decree. Defendant shall ensure that the Notice

required under this Paragraph remains posted, and that it is not altered, defaced, or covered by any other material for the duration of the Decree.

7. Within fifteen (15) days of the Effective Date, Defendant shall certify, in writing to EEOC, that it has complied with the posting requirements in Paragraph 6.

**MODIFICATION OF TITLE VII POLICIES AND OTHER RELEVANT  
DOCUMENTS**

8. Within sixty (60) days of the Effective Date, Defendant shall modify its anti-harassment policy to (a) identify the employee(s), by job title(s) and work location(s) or department(s), who are responsible for receiving complaints of harassment or discrimination and/or conducting investigations of harassment or discrimination complaints and (b) as to employees responsible for conducting investigations of harassment or discrimination complaints, describe with reasonable particularity their duties and authority in carrying out such investigations. Defendant shall also modify any job descriptions regarding the foregoing categories of employees to reflect the foregoing information concerning responsibilities, duties and authority.

9. Within sixty (60) days of the Effective Date, Defendant shall send copies of the anti-harassment policy and modified job descriptions referenced in Paragraph 8 to the EEOC for review. Thereafter, EEOC shall be afforded a period of

fifteen (15) days to conduct a pre-implementation review of the policy and modifications to the job descriptions and provide any comments concerning those documents or their implementation that EEOC deems warranted. Upon request by EEOC, Defendant shall confer in good faith with EEOC concerning the foregoing matters.

10. Subject to any Motion filed by EEOC pursuant to Paragraph 22, within forty-five (45) days of the Effective Date, Defendant shall implement the modified anti-harassment policy and job descriptions by integrating the policy in its employee handbook, distributing the modified handbook to each of its current owners, officers, directors, and employees (both managerial and non-managerial), and distributing the modified job descriptions to employees in the affected positions.

11. Within ten (10) days from the date that Defendant implements the policy and job descriptions set forth in Paragraph 8, Defendant shall send EEOC a copy of the final policy and job descriptions implemented by Defendant and certify, in writing to EEOC, that such policy and job descriptions have been implemented in the manner set forth in Paragraph 10.

### **TITLE VII TRAINING**

12. Within ninety (90) days from the Effective Date, Defendant shall provide no less than one and one-half (1½) hours of mandatory training on proficient, lawful methods and techniques for conducting Title VII investigations and

responding to employee complaints of harassment and discrimination to Defendant's owner and any officers, directors, and employees with authority to investigate or respond to employee complaints of discrimination and harassment. This training shall be conducted live in-person or via remote means and involve an interactive component. The training conducted shall accurately convey Title VII requirements and proficient, lawful methods and techniques for conducting investigations and responding to employee complaints of discrimination and harassment. At a minimum, the training shall include a discussion of the following topics:

- a. an overview of the law regarding sexual harassment and retaliation and employer duties related to the same;
- b. an acknowledgement that information regarding past complaints, allegations, or investigations of discrimination or harassment of a similar nature and involving the same individual then-being investigated shall be considered highly relevant evidence in any pending investigation;
- c. techniques for conducting witness interviews;
- d. techniques for assessing witness credibility;
- e. the need to investigate whether corroborative evidence exists, but that corroborative evidence is not required to make a finding that allegations of discrimination or harassment are substantiated or well-founded;

f. the need to ensure that, in response to employee complaints of discrimination and harassment, Defendant undertakes corrective action reasonably calculated to end any discriminatory or harassing conduct and to prevent its reoccurrence;

g. post-investigation procedures for monitoring the work environment, including but not limited to conducting follow-up interviews of employees and explicitly asking such persons whether any discrimination or harassment of a similar type to that investigated is ongoing or has taken place since the original complaint;

h. the need to monitor and audit any post-complaint or investigation personnel actions taken against any complainants or witnesses to any investigations to ensure that retaliation is not taking place;

i. the need to document complaint investigations, including taking and retaining notes of interviews conducted and fully documenting questions and answers; and

j. Defendant's record retention obligations under this Decree relating to any discrimination and harassment complaints or investigations.

13. Defendant shall select one or more qualified third parties to conduct the training described in Paragraph 12. At least thirty (30) days before the date that Defendant intends to conduct the training described in Paragraph 12, Defendant shall

submit to EEOC a list of all persons (by name and job title) who will be required to attend the trainings and copies of the proposed training curriculum. Defendant shall also submit to EEOC for review the name(s) and curricula vitae of the instructors that Defendant has selected for the training.

14. After Defendant transmits to EEOC the information set forth in Paragraph 13, EEOC shall be afforded a period of fifteen (15) days to conduct pre-implementation review of the proposed instructors and training curriculum and provide any comments concerning the trainings that EEOC deems warranted. Upon request by EEOC, Defendant shall confer in good faith with EEOC concerning the training and any EEOC comments.

15. Defendant shall maintain attendance logs for all persons who attend the training set forth in Paragraph 12 and retain such attendance logs for the duration of the Decree.

16. Within ten (10) days from the date that Defendant conducts the training described in Paragraph 12, Defendant shall send EEOC a copy of the final training materials, a list of all persons (by name and job title) who attended each training, and a list of persons to whom Defendant is required by this Decree to present such training but who did not receive it.

17. For the duration of this Decree, Defendant shall also provide the training described in Paragraph 12 to all new officers, directors, and employees who

assume responsibility for investigating or responding to employee complaints of discrimination and harassment after the initial training date. This training shall be held within ten (10) days of the date that such individual(s) start in their new positions or duties. Any training required by this Paragraph may be presented by replaying a video recording of the initial training session described in Paragraph 12, provided that attendees are required to certify their viewing of the training and are given the name and contact information of one or more persons knowledgeable of the subject matter of the training and who are available to answer any questions that attendees have about the subject matter of the training. Any certifications of viewing required by this Paragraph shall be provided to EEOC within thirty (30) days of training completion.

### **RECORD KEEPING AND REPORTING REQUIREMENTS**

18. For the duration of this Decree, Defendant shall retain all documents related to (a) the policy and job descriptions described in Paragraph 8, including any changes to the policy or its implementation; (b) the training materials, attendance logs, and acknowledgements set forth in Paragraphs 12 to 17; (c) any complaints of discrimination, harassment, and/or retaliation that Defendant receives from their employees; (d) any investigations and corrective action that Defendant undertakes in response to such complaints; and (e) any documents concerning employment actions that are the subject of Paragraph 20, below. Such documents shall include,

but are not limited to, any and all written correspondence, notes, text messages, emails, photographs, video recordings, policies, PowerPoints, training materials, memoranda, written statement, charges of discrimination, internal complaint documents, lawsuits, witness statements, internal reports, investigation findings, and personnel actions. Copies of all such documents shall be produced to EEOC within thirty (30) days of any written request for their production by EEOC.

19. For the duration of this Decree, Defendant shall report to EEOC all complaints alleging sexual harassment, sex discrimination, and/or retaliation that it receives from employees and Defendant's response(s) to such complaints. At a minimum, the reports required by this Paragraph shall include: (a) the date of the complaint; (b) a detailed description of the complaint allegations; (c) the full name, job title, residence address, and last known phone number(s) of any employee who made the complaint; (d) the full name and job title of all person(s) against whom the complaint was made; (e) the full names and job titles of all Defendant's personnel who conducted or participated in the investigation of such complaint; (f) the full name(s), job title(s), residence address(es), and last known phone number(s) of all persons interviewed in connection with the investigation; (g) a complete narrative description of statements made by any persons interviewed in connection with the investigation; and (h) any investigation findings and/or corrective actions that Defendant undertook in response to each complaint.



20. Within thirty (30) days of the Effective Date, Defendant shall report to EEOC the name, job title, and contact information of the personnel responsible for conducting investigations under Paragraphs 18 and 19. For the duration of this Decree, in the event that Defendant assigns any new personnel to conduct investigations under Paragraphs 18 and 19, Defendant shall report the name, job title, and contact information of such personnel within thirty (30) days of such personnel's assumption of their duty to conduct investigations.

21. The reports required by Paragraph 19 shall be sent to EEOC no later than thirty (30) days after receipt of any complaints, with a second report for each complaint due no more than thirty (30) days after Defendant takes final action in response to the complaint. The reports required by Paragraph 20 shall be sent to EEOC no later than thirty (30) days after date of the reportable employment action. All reports shall be transmitted to Senior Trial Attorney Nina Menniti at EEOC's Pittsburgh Area Office.

### **DISPUTE RESOLUTION AND COMPLIANCE REVIEW**

22. Upon Motion of EEOC, this Court may schedule a hearing for the purpose of reviewing compliance with this Decree. Prior to filing such Motion, EEOC shall notify Defendant, in writing, of any alleged noncompliance. Upon receipt of written notice, Defendant shall have thirty (30) days either to correct the

alleged non-compliance, and so inform EEOC, or deny the alleged noncompliance in writing.

- a. If the Parties cannot in good faith resolve their dispute, EEOC may file a Motion to seek review by the Court;
- b. Each Party shall bear its own costs, expenses, and attorney fees incurred in connection with such action; and
- c. Jurisdiction to resolve any dispute arising under the Decree resides in the United States District Court for the Middle District of Pennsylvania.

23. EEOC, its agents, and employees shall possess legal authority to enter Defendant's facility, with reasonable prior notice to Defendant and its counsel, and obtain access to any and all documents for the purposes of inspection and duplication, conduct interviews or depositions of any person, inspect any area of the facility, and perform any other investigatory technique or procedure permitted by Title VII and EEOC's regulations. To monitor and ensure compliance with any provision of this Decree, EEOC shall also possess the legal authority to require appearance and testimony of Defendant's personnel (at reasonable times and locations) at interviews or depositions and to obtain production of documents within thirty (30) days of Defendant's receipt of EEOC's written request for production. EEOC may at any time move the Court for a hearing for the purpose of compelling

Defendant to cooperate in any aspect of this Paragraph. Neither EEOC's authority under this Paragraph nor any other provisions of this Decree shall be construed to limit or impair in any manner any other EEOC authority to conduct investigations of Defendant that are provided by law, including, but not limited to, investigating charges of discrimination filed under Title VII; the Equal Pay Act ("EPA"); the Age Discrimination in Employment Act ("ADEA"); Titles I or V of the Americans with Disabilities Act, as amended ("ADA"); the Genetic Information Nondiscrimination Act of 2008; the Pregnant Workers Fairness Act ("PWFA"); and any other statute over which EEOC is given jurisdiction in the future; and conducting directed investigations under the EPA, ADEA, and any future statute that authorizes directed investigations.

#### **COURT COSTS AND ATTORNEY FEES**

24. The Parties shall bear their own costs, expenses, and attorney fees in this action.

#### **EEOC'S REPORTING REQUIREMENTS UNDER IRC SECTIONS 162(F) AND 6050X**

25. Defendant acknowledges and agrees to the following:
- a. EEOC may be required to report the fact of this settlement to the IRS under Sections 162(f) and 6050X of the Internal Revenue Code, which allow for certain payments by employers to be deducted from the employer's

taxes. If EEOC is required by law to do so, Defendant will be provided with a copy of the 1098-F form provided to the Internal Revenue Service (IRS). Defendant's EIN is: 251881203. The individual to whom EEOC should mail a copy of the form 1098-F, if EEOC is required to issue one is: Mark Schaffer, President, 1730 Butter Road, Dover, PA 17315.

b. EEOC has not made any representations regarding whether the amount paid pursuant to this Decree qualifies for the deduction under the Internal Revenue Code;

c. EEOC's provision to Defendant of Form 1098-F does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met;

d. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from EEOC; and

e. Defendant is not acting in reliance on any representations made by EEOC regarding whether the amounts paid pursuant to this Decree qualify for a deduction under the Internal Revenue Code.

### **MISCELLANEOUS PROVISIONS**

26. This Decree constitutes the entire agreement and commitments of the Parties on matters raised herein and is not subject to modification except upon order of this Court. In the event that the Parties propose to make any modifications to this

Decree by their mutual consent, they shall submit such proposed modifications to the Court by Joint Motion, and such modifications shall not be effective unless approved by order of the Court.

27. If any provision of this Decree is found to be unlawful, only the specific provision in question shall be affected and all other provisions of this Decree shall remain in full force and effect.

28. When this Decree requires Defendant to submit reports, certifications, notices, or other materials to EEOC, it shall be sent via email or U.S. mail to:

Nina Menniti  
Senior Trial Attorney  
U.S. Equal Employment Opportunity Commission  
Pittsburgh Area Office  
William S. Moorhead Federal Building  
1000 Liberty Avenue, Suite 1112  
Pittsburgh, PA 15222  
[nina.menniti@eeoc.gov](mailto:nina.menniti@eeoc.gov)

Defendant shall copy Assistant Regional Attorney Ronald Phillips on all correspondence sent via email at [ronald.phillips@eeoc.gov](mailto:ronald.phillips@eeoc.gov),

29. This Decree may be executed in counterparts.

[The remainder of this page is intentionally left blank.]

**IT IS AGREED:**

**FOR THE U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

KARLA GILBRIDE  
GENERAL COUNSEL

CHRISTOPHER LAGE  
DEPUTY GENERAL COUNSEL

by RLP per  
authorization

Debra M. Lawrence  
DEBRA M. LAWRENCE  
REGIONAL ATTORNEY

Dated: 07/10/2024

[Signature]  
RONALD L. PHILLIPS  
ASSISTANT REGIONAL ATTORNEY  
OH Bar No. 0070263  
George H. Fallon Federal Building  
31 Hopkins Plaza, Suite 1432  
Baltimore, MD 21201  
Phone: (410) 801-6714  
Email: ronald.phillips@eeoc.gov

Dated: 07/10/2024

[Signature]  
NINA A. MENNITI  
SENIOR TRIAL ATTORNEY  
PA Bar No. 326828  
William S. Moorhead Federal Building  
1000 Liberty Avenue, Suite 1112  
Pittsburgh, PA 15222  
Phone: (412) 588-6909  
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Dated: 7/10/24

**FOR PRO PALLET, LLC**

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Counsel for Pro Pallet, LLC

Dated: 7.8.24  
[Signature]  
MARK SCHAFFER  
OWNER OF PRO PALLET, LLC

Dated: 07-09-24

**IT IS SO ORDERED:**

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

\_\_\_\_\_  
HONORABLE SUSAN E. SCHWAB  
United States Magistrate Judge

# **EXHIBIT A**



## **COURT ORDERED LEGAL NOTICE TO EMPLOYEES**

This Notice is being posted pursuant to a settlement with the U.S. Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, resolving *U.S. Equal Employment Opportunity Commission v. Pro Pallet, LLC*, No. 1:24-cv-01086 (U.S. District Court – Middle District of Pennsylvania), a lawsuit alleging violations of Title VII of the Civil Rights Act, as amended (“Title VII”).

To resolve the lawsuit, Pro Pallet, LLC, and the EEOC have voluntarily entered into an agreed federal court order, called a “consent decree,” which provides, among other things, the following:

- 1) Pro Pallet, LLC is prohibited from retaliating against any person because they opposed any practice made unlawful or reasonably believed to be unlawful under Title VII, including but not limited to reporting harassment or discrimination; conducting investigations of such reports; filing a charge of discrimination under Title VII; and/or testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing under Title VII.
- 2) Pro Pallet, LLC will provide training to all owners, officers, directors, and employees with responsibility for investigating complaints of harassment or discrimination regarding Title VII requirements, including but not limited to, company procedures for reporting, investigating, and responding to allegations of discrimination and harassment.
- 3) Pro Pallet, LLC will submit reports to the EEOC concerning employee complaints of harassment, discrimination, and retaliation.

The EEOC enforces federal laws that prohibit harassment and other discrimination in employment on the basis of sex, pregnancy/childbirth/related medical conditions, race, color, national origin, religion, disability, age, genetic information, or retaliation for opposing practices reasonably believed to be discriminatory or filing or participating in a charge of discrimination. If you believe you have been harassed or discriminated against, or retaliated against for opposing or reporting discrimination, you have a right under federal law to contact the EEOC and report that conduct. EEOC can be reached at (800) 669-4000, TTY for the hearing impaired at (800) 669-6820, or via e-mail at [info@eeoc.gov](mailto:info@eeoc.gov). The EEOC is

a federal law enforcement agency and charges no fees to receive and investigate complaints.

**This Notice must remain posted for three (3) years from the date below and must not be altered, defaced, or covered by any other material.**

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

\_\_\_\_\_ Mark Schaffer, Owner