

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

U.S. EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
))
Plaintiff,)
))
v.)
))
HATZEL & BUEHLER, INC.,)
))
Defendant.)

)

Civil Action No. 3:23-cv-03093-MAS-JBD
Honorable Michael A. Shipp

CONSENT DECREE & ORDER

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) instituted this action against Hatzel & Buehler, Inc. (“Defendant”) to enforce the provisions of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 *et seq.* (“ADEA”), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and EEOC recordkeeping regulations, 29 C.F.R. § 1627.3 and 29 C.F.R. § 1602.14. In its Complaint, EEOC pleaded claims that Defendant: (1) subjected Dean Weintraub and a class of project manager and estimator applicants/candidates/potential candidates for its New Jersey branch to ongoing denial of hiring because of their ages, 40 years and older, in violation of the ADEA; (2) subjected Weintraub and a class of project manager and estimator applicants/candidates/potential candidates for its New Jersey branch to ongoing discriminatory recruitment practices because of their ages, 40 years and older, in violation of the ADEA; and (3) failed to retain and preserve personnel and employment records regarding New Jersey branch positions, in violation of the ADEA and Title VII. Defendant denied the allegations and continues to deny committing any violations of the ADEA or Title VII.

As a result of settlement discussions, EEOC and Defendant 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 and finally resolve all claims alleged in the EEOC’s Complaint filed in this action. This Decree shall not constitute an adjudication and/or finding on the merits of the case.

STIPULATIONS

A. The Parties acknowledge the jurisdiction of the United States District Court for the District of New Jersey 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, ADEA, 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 ADEA and 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 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 “Effective Date” shall be the date that the Court approves and enters this Decree as an order of the Court.

D. The term “Eligible Claimant” or “Eligible Claimants” shall refer to persons who Defendant did not hire for or offer project manager and/or estimator positions at Defendant’s New Jersey branch during the period of November 1, 2020 to the Effective Date of the Decree; who the EEOC concludes, in its sole discretion, were denied project manager and/or estimator positions because of age; and who, at the time of such denial, were age 40 and older.

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

F. The term “employment agency” means any person, or his/her/their agent, who procures an employee or employees for an employer with or without compensation. The term

“employment agency” shall also be construed in accordance with controlling caselaw defining the meaning of “employment agency” under the Age Discrimination in Employment Act of 1967 and Title VII of the Civil Rights Act of 1964.

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.

NON-ADMISSION OF LIABILITY

3. Neither this Decree nor any order approving this Decree is or shall be construed as an admission by Defendant of any factual allegation in the Complaint, the merits of any claims asserted in this civil action, or any alleged liability therefore. By entering into this Decree, Defendant does not admit liability for any claims pleaded in the EEOC’s Complaint and does not admit any violations of the ADEA or Title VII.

INJUNCTION

4. 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 discrimination because of age in hiring and recruitment practices in violation of the ADEA, including but not limited to denying employment to any job applicant, candidate or other job-seeker who is 40 years old or older because of such person’s age; refusing to interview, evaluate or otherwise consider any person who is 40 years old or older for prospective employment

because of such person's age; or communicating to any employment agency any preference, limitation, classification, discrimination, or selection criterion relating to hiring or recruitment based on age.

5. 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 the ADEA; (b) filed a charge of discrimination under the ADEA; (c) testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under the ADEA; (d) requested or received relief under this Decree; and/or (e) asserted any rights under this Decree.

6. Defendant, its owners, officers, directors, agents, employees, successors, assigns, and all persons in active concert or participation with Defendant are hereby enjoined from failing or refusing to retain, for the periods set forth in 29 C.F.R. §§ 1627.3(b)(1) & (b)(3) and 29 C.F.R. § 1602.14, any personnel and employment records related to hiring and recruiting, including but not limited to job applications, resumes, or any other form of employment inquiry submitted to Defendant by any person or employment agency in response to advertisement, notice or other solicitation for potential applicant, candidates or other job-seekers concerning existing or anticipated job openings; any records pertaining to the failure or refusal to hire any person; and job orders or any other documents submitted to, or received from, an employment agency related to recruitment of persons for job openings.

SPECIFIC RESTRICTIONS CONCERNING WES HOWELL

7. Defendant shall restrict Wes Howell's participation in the hiring process for estimator or project manager positions (or any such position bearing job title variations such as

“senior,” “junior” or any other nomenclature that perform estimator or project manager duties) to interviewing candidates as part of a panel of interviewers and providing hiring recommendations. Defendant shall not authorize or permit Wes Howell to make the final decision regarding which candidates to interview or hire for these positions. This provision shall remain in effect for a period of three (3) years after the Effective Date.

MONETARY RELIEF: CHARGING PARTY

8. Within fourteen (14) days of Defendant receiving an executed Release and Waiver (in the form attached as Exhibit C) and IRS Forms W-4 and W-9 completed by Dean Weintraub, or within fourteen (14) days from the Effective Date of this Decree, whichever is later, Defendant shall pay Charging Party Dean Weintraub total monetary relief in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00). Sixty-Five Thousand Dollars (\$65,000.00) of that total shall constitute back pay and the remaining Sixty-Five Thousand Dollars (\$65,000.00) shall constitute liquidated damages. Defendant shall pay this total monetary relief to Charging Party Dean Weintraub via two (2) checks, according to the following requirements:

(a) Defendant shall issue one check to Dean Weintraub containing the portion of the total monetary relief designated as back pay. Defendant shall make all legally required federal, state, and local payroll tax withholdings from the amounts set forth in Paragraph 8, above, that are designated as back pay in accordance with the W-4 completed by Dean Weintraub. Defendant shall be responsible for paying its own share of any payroll tax liability required by law, including but not necessarily limited to employer contributions under FICA. This check shall be accompanied by a payroll check stub which will include written descriptions setting forth the type and amount of specific payroll tax deductions/withholdings made from the check.

(b) Defendant shall issue a second check to Dean Weintraub containing the portion of the total monetary relief designated as liquidated damages, which shall be paid to Mr. Weintraub in full without any payroll tax withholdings or deductions.

(c) Defendant shall ensure that the checks in this Paragraph are made payable to “Dean Weintraub.” Defendant shall deliver the two checks to Charging Party Dean Weintraub via certified mail, or other method capable of being tracked, to the address for Dean Weintraub provided by the EEOC.

(d) In the event that Defendant is unable to complete delivery of the checks to Charging Party Dean Weintraub, Defendant shall promptly contact Senior Trial Attorney Megan Block at the EEOC’s Pittsburgh Area Office to obtain a current address for Mr. Weintraub or to otherwise make alternative arrangements for delivery of the checks to Mr. Weintraub as discussed and agreed to with the EEOC.

(e) At the time that Defendant issues IRS Form W-2’s to its employees for wages paid to employees in 2024, Defendant shall issue and mail to Charging Party Dean Weintraub an IRS Form W-2 for the monetary relief amount constituting back pay paid to him and an IRS Form 1099-MISC for the monetary relief amount constituting liquidated damages paid to him.

(f) Within fourteen (14) days from the date that Defendant makes the payments required above to Charging Party Dean Weintraub, Defendant shall send copies of all checks and paystubs or documents issued to Charging Party Dean Weintraub, and proof of the certified mail delivery made to Mr. Weintraub to EEOC Senior Trial Attorney Megan Block at the EEOC’s Pittsburgh Area Office.

MONETARY RELIEF: ELIGIBLE CLAIMANTS

9. Defendant shall pay monetary relief in the aggregate amount of Three Hundred Seventy Thousand Dollars (\$370,000.00) to the Eligible Claimants identified in Exhibit B in the amounts stated therein. Within fourteen (14) days of Defendant receiving an executed Release and Waiver (in the form attached as Exhibit C) and IRS Forms W-4 and W-9 completed by any Eligible Claimant identified in Exhibit B, or within fourteen (14) days from the Effective Date of this Decree, whichever is later, Defendant shall pay such Eligible Claimant identified in Exhibit B according to the following requirements:

(a) Monetary relief paid to Eligible Claimants shall be designated as back pay (wages) and liquidated damages in the amounts as specified in Exhibit B.

(b) Each Eligible Claimant shall be paid via two (2) checks, one check for amounts constituting back pay (wages) and a second check for amounts constituting liquidated damages.

(c) Defendant shall ensure that the checks required by this Paragraph are made payable to each Eligible Claimant using the names stated in Exhibit B. Defendant shall deliver the checks to Eligible Claimants via certified mail, or other method capable of being tracked, to the addresses for Eligible Claimants provided by EEOC.

(d) Defendant shall make all legally required federal, state, and local payroll tax withholdings from any amounts of monetary relief that are designated as back pay (wages) in accordance with the W-4 completed by each Eligible Claimant. Defendant shall be responsible for paying its own share of any payroll tax liability required by law, including but not necessarily limited to employer contributions under FICA. Each check for amounts constituting back pay (wages) paid to Eligible Claimants shall be accompanied

by a payroll check stub which will include written descriptions setting forth the type and amount of specific payroll tax deductions/withholdings made from the check.

(e) Defendant shall pay amounts designated as liquidated damages to Eligible Claimants in full without any payroll tax withholdings or deductions.

(f) At the time that Defendant issues IRS Form W-2s to its employees for wages paid to employees in 2024, Defendant shall issue to each of the Eligible Claimants an IRS Form W-2 for the monetary relief amount constituting back pay paid to each and an IRS Form 1099-MISC for the monetary relief constituting liquidated damages paid to each.

10. Within fourteen (14) days from the date that Defendant makes the payments set forth in Paragraph 9 to the Eligible Claimants identified in Exhibit B, Defendant shall send copies of all checks and paystubs or documents issued to each Eligible Claimant and proof of certified mail delivery made to each Eligible Claimant to Senior Trial Attorney Megan Block at the EEOC's Pittsburgh Area Office.

11. In the event that any of the payments referenced in Paragraph 9 cannot be delivered to any of the Eligible Claimants at the addresses provided by the EEOC, Defendant shall promptly contact Senior Trial Attorney Megan Block at the EEOC's Pittsburgh Area Office to obtain current addresses for such individual(s) or to otherwise make alternative arrangements for the delivery of the checks to such individual(s) as discussed and agreed to with the EEOC.

12. In the event that any monetary relief check issued by Defendant pursuant to Paragraph 9 remains uncashed sixty (60) days after its delivery to an Eligible Claimant, Defendant shall immediately provide written notification to Senior Trial Attorney Megan Block at the

EEOC's Pittsburgh Area Office of the name of the Eligible Claimant to whom the check was made payable and the amount of the check.

ADEA NOTICE

13. Within fourteen (14) days of the Effective Date, Defendant shall distribute to all employees who are not subject to collective bargaining agreements a copy of the Legal Notice attached hereto as Exhibit A (hereinafter "Notice") by electronic or other reliable means, and it shall post the Notice at all locations in its New Jersey branch facilities where employee notices are posted. 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.

14. Within fourteen (14) days of the Effective Date, Defendant shall certify in writing to the EEOC that it has complied with the notice distribution and posting requirements in Paragraph 13.

DEVELOPMENT OF ADEA POLICIES AND PROCEDURES

15. Within sixty (60) days of the Effective Date, Defendant shall create an anti-discrimination policy and complaint procedure for employees who are not subject to collective bargaining agreements and job candidates to make complaints of discrimination (hereinafter, collectively referred to as "Policies"), which shall be submitted to the EEOC for review prior to implementation by Defendant. The Policies shall accurately communicate the requirements of the ADEA and include at least the following minimum content:

- (a) Anti-Discrimination Policy. This policy shall contain: (i) a description of the kinds of conduct that constitutes discrimination or harassment, including but not limited to age discrimination in hiring and recruitment; (ii) a statement that employees will not be

retaliated against for complaining about discrimination or harassment; (iii) a discussion of retaliation prohibited under ADEA, with examples; (iv) a statement that discrimination or harassment will not be tolerated and that any employee (including owners, supervisors, and managers) found to be in violation of the policy will be subject to disciplinary action, up to and including termination; and (v) a requirement that all managerial and supervisory employees have a duty under the policy to promptly report all complaints or observations of alleged discrimination or harassment to officials designated to receive such complaints or to an owner, and that failure to carry out this duty shall be grounds for disciplinary action, up to and including termination.

(b) Complaint Procedure. This complaint procedure shall include (i) multiple avenues for employees to make complaints of discrimination or harassment, including reporting such complaints to any owner, manager, or supervisor. The complaint procedure shall be designed to be reasonably accessible to all employees, shall deem oral complaints or reports to be sufficient to trigger an investigation, and shall not impose unreasonable burdens or requirements on employees seeking to complain or report; (ii) a statement that Defendant shall promptly investigate all complaints or reports of discrimination and harassment; shall keep complaints and reports confidential except to the extent disclosure of information is necessary to conduct the investigation or comply with government inquiries; and shall document, in writing, the results of such investigations; (iii) a statement that Defendant will not retaliate against any individual who makes a complaint of discrimination or harassment or who provides information or assistance in any investigation of such complaint; (iv) a statement that Defendant will promptly notify the complaining employee or applicant of its investigation findings and any disciplinary action

taken in response to his or her complaint; and (v) a statement that an employee or applicant may file a charge of discrimination with the U.S. Equal Employment Opportunity Commission or any applicable state fair employment practices agency (and provide contact information for such agencies), in addition to filing a complaint with Defendant.

16. Within sixty (60) days of the Effective Date, Defendant shall send copies of the Policies referenced in Paragraph 15 to the EEOC for review. Thereafter, the EEOC shall be afforded a period of fourteen (14) days to conduct a pre-implementation review of the Policies and provide any comments concerning the Policies or their implementation that the EEOC deems warranted. Upon request by the EEOC, Defendant shall confer in good faith with the EEOC concerning the Policies and any EEOC comments related to such Policies.

17. Subject to any Motion filed by the EEOC pursuant to Paragraph 34, within seventy-five (75) days of the Effective Date, Defendant shall implement the Policies. To implement the Policies, Defendant shall: (a) integrate the Policies into an employee policy or other policy manual; (b) distribute the Policies to each of its current owners, officers, directors, and employees (both managerial and non-managerial who are not subject to collective bargaining agreements); and (c) obtain a signed acknowledgement via electronic means that each owner, officer, director, and employee (both managerial and non-managerial who are not subject to collective bargaining agreements) has read and understood the Policies. The signed acknowledgement referenced in this Paragraph shall be retained for the duration of this Decree.

18. Within fourteen (14) days from the date that Defendant implements the Policies set forth in Paragraph 15, Defendant shall send the EEOC a copy of the final Policies implemented by Defendant and certify, in writing to the EEOC, that such Policies have been implemented in the manner set forth in Paragraph 15.

ADEA TRAINING

19. Within one hundred twenty (120) days from the Effective Date, Defendant shall provide no less than two (2) hours of mandatory training on ADEA compliance and Defendant's Policies required by Paragraph 15 to all of Defendant's officers and employees who participate in Defendant's hiring or recruitment efforts regarding Defendant's New Jersey branch positions; perform human resources management functions; or are responsible for making decisions concerning Defendant's policies and procedures related to the foregoing subjects. This training shall be conducted live and involve an interactive component. The training content shall accurately convey ADEA requirements and, at a minimum, include a discussion of the following topics: (a) ADEA's prohibition against discrimination and retaliation; (b) the kinds of conduct that constitutes prohibited ADEA discrimination, including examples of such conduct, with particular (but not exclusive) emphasis placed on discussion of the prohibition of age discrimination in hiring and recruitment; the ADEA prohibition of both age-based disparate treatment and disparate impact discrimination; and the prohibition of employment notices and advertisements that express any preference, limitation, specification, or discrimination based on age; (c) retaliation prohibited under ADEA, including examples of such conduct; (d) best practices for preventing age discrimination in employment, with particular (but not exclusive) emphasis on prevention of hiring and recruitment discrimination, techniques for reducing or eliminating the influence of prejudice and implicit bias in employee selection, effective EEO training programs, and techniques for internal compliance monitoring/self-assessment (e.g., data analysis, auditing); (e) Defendant's Policies set forth in Paragraph 15; (f) Defendant's procedures for reporting, investigating, and responding to allegations of discrimination and harassment; and (g) the disciplinary consequences for any employees, including managers and supervisors, found in violation of Defendant's policies.

20. Within one hundred fifty (150) days from the Effective Date, Defendant shall provide no less than one (1) hour of mandatory training on ADEA and Title VII records requirements set forth in 29 C.F.R. §§ 1627.3, 1627.6 & 1627.7 and 29 C.F.R. § 1602.14 to all of Defendant's officers and employees who participate in Defendant's hiring or recruitment efforts regarding Defendant's New Jersey branch positions; are otherwise responsible for creating, retaining, or preserving personnel and employment records regarding Defendant's New Jersey branch positions; or are responsible for making decisions concerning Defendant's policies and procedures related to the foregoing subjects. This training shall be conducted live and involve an interactive component.

21. Defendant shall select one or more qualified third parties to conduct the trainings described in Paragraphs 19 and 20. At least thirty (30) days before the date that Defendant intends to conduct the trainings described in Paragraphs 19 and 20, Defendant shall submit to the 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 materials. Defendant shall also submit to the EEOC for review the name(s) and curricula vitae of the instructors that Defendant has selected for the trainings.

22. After Defendant transmits to the EEOC the information set forth in Paragraph 21, the EEOC shall be afforded a period of fourteen (14) days to conduct pre-implementation review of the proposed instructors and training materials and provide any comments concerning the trainings that the EEOC deems warranted. Upon request by the EEOC, Defendant shall confer in good faith with the EEOC concerning the trainings and any EEOC comments related to the information and materials received.

23. Defendant shall maintain attendance logs for all persons who attend the trainings set forth in Paragraphs 19 and 20 and retain such attendance logs for the duration of the Decree.

24. Within fourteen (14) days from the date that Defendant conducts the training described in Paragraphs 19 and 20, Defendant shall send EEOC a copy of the final training curricula for each training, 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.

25. For the duration of this Decree, Defendant shall also require that a recording of the training described in Paragraphs 19 and 20 be provided to and viewed by all new officers and employees who assume responsibility for Defendant's hiring or recruitment efforts regarding Defendant's New Jersey branch positions; are otherwise responsible for creating, retaining, or preserving personnel and employment records regarding Defendant's New Jersey branch positions; or are responsible for making decisions concerning Defendant's policies and procedure related to the foregoing subjects. At the time of the training, such persons will also be provided with the name(s) and contact information for the instructors who presented the trainings described in Paragraphs 19 and 20 for purposes of their direct follow-up with those instructors regarding any questions about the training received. This training shall be held within ten (10) days of the date that such individual(s) start in their new positions or duties.

RECORD KEEPING REQUIREMENTS

26. For the duration of this Decree, Defendant shall retain all documents related to (a) the Policies set forth in Paragraph 15, including any changes to the Policies or their implementation; (b) the training materials, attendance logs, and acknowledgements set forth in Paragraphs 17, 23, and 24; (c) any complaints of discrimination, harassment, and/or retaliation that Defendant receives from their employees employed at Defendant's New Jersey branch; and (d) any investigations and corrective action that Defendant undertakes in response to such complaints.

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 disciplinary actions. Copies of all such documents shall be produced to the EEOC within thirty (30) days of any written request for their production by the EEOC.

COMPLAINT REPORTING REQUIREMENTS

27. For the duration of this Decree, Defendant shall report to the EEOC all complaints alleging age discrimination at Defendant's New Jersey branch that it receives from employees or job candidates and Defendant's response(s) to such complaints.

28. At a minimum, the reports in Paragraph 27 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 narrative of information received from, or 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.

29. The reports required by Paragraph 28 shall be sent to the EEOC no later than thirty (30) days after receipt of any complaints, with a second report for each complaint due no more

than fourteen (14) days after Defendant takes final action in response to the complaint. All reports shall be transmitted to Senior Trial Attorney Megan Block at the EEOC's Pittsburgh Area Office.

RECRUITMENT AND HIRING REPORTING REQUIREMENTS

30. For the duration of this Decree, Defendant shall submit annual reports to EEOC containing the following information for the preceding year: (a) the full name(s), residence address(es) (if known), and last known phone number(s) (if known) for every person referred to Defendant by an employment agency or third party for a vacant estimator or project manager position at Defendant's New Jersey branch, or regardless of whether such position was vacant, if Defendant solicited from the employment agency or third party any information regarding potential candidates for a position as estimator or project manager at Defendant's New Jersey branch; (b) the full name(s), residence address(es) (if known), and last known phone number(s) for the point(s) of contact for each employment agency or third party who referred each person for a vacant estimator or project manager position at Defendant's New Jersey branch, or regardless of whether such position was vacant, if Defendant solicited from the employment agency or third party any information regarding potential candidates for a position as estimator or project manager at Defendant's New Jersey branch; (c) a résumé, application, or description of qualifications for each person referred to Defendant by an employment agency or third party, or who applied for, a vacant estimator and project manager position at Defendant's New Jersey branch, or regardless of whether such position was vacant, if Defendant solicited from the employment agency or third party any information regarding potential candidates for a position as estimator or project manager at Defendant's New Jersey branch; (d) the full name(s), residence address(es) (if known), and last known phone number(s) (if known) for every person Defendant considered for a vacant estimator or project manager position at Defendant's New Jersey branch, or regardless of whether such

position was vacant, if Defendant solicited from the employment agency or third party any information regarding potential candidates for a position as estimator or project manager at Defendant's New Jersey branch; (e) the full name(s), residence address(es) (if known), and last known phone number(s) (if known) for every person Defendant interviewed for an estimator or project manager position at Defendant's New Jersey branch; (f) the full name(s), residence address(es) (if known), last known phone number(s) (if known), and birth date (if known) for every person Defendant offered an estimator or project manager position to at Defendant's New Jersey branch; and (g) the full name(s), residence address(es) (if known), last known phone number(s) (if known), and birth date for every person Defendant ultimately hired for any estimator or project manager positions at Defendant's New Jersey branch.

31. For the duration of this Decree, Defendant shall submit annual reports to the EEOC containing the following information for the preceding year: (a) the full name(s), residence address(es), last known phone number(s), and birth date for every person separated from employment, either voluntarily or involuntarily, at Defendant's New Jersey branch who held an estimator or project manager position at the time of separation; (b) whether the person's separation from employment was voluntary or involuntary; (c) if separation from employment was involuntary, the full name(s), residence address(es), last known phone number(s) of each person at Defendant's New Jersey branch who made the decision to terminate the person's employment, or otherwise participated in the decision to terminate the person's employment; and (d) if separation from employment was involuntary, the reason(s) the person's employment was terminated.

32. The first reports required by Paragraphs 30 and 31 shall be submitted to EEOC one year after the Effective Date of the Decree, with all subsequent reports due one year from the date of the previous report.

33. Defendant shall make all supporting documentation and data for the reports required by Paragraphs 30 and 31 available to EEOC upon request. Defendant shall provide all requested supporting documentation and data within thirty (30) days of receipt of the EEOC's request.

DISPUTE RESOLUTION AND COMPLIANCE REVIEW

34. 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 fourteen (14) 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 District of New Jersey.

35. This Decree shall not be construed to limit or impair in any manner any 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; and any other statute over which the EEOC is given jurisdiction in the future; and conducting directed investigations under the EPA, ADEA, and any future statute that authorizes direct investigations.

COURT COSTS AND ATTORNEY FEES

36. 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**

37. The Parties acknowledge that (a) EEOC may be required to report the fact of this settlement to the IRS under Section 162(f) and 6050X of the Internal Revenue Code which allow for certain payments by employers to be deducted from the employer’s taxes and (b) if the EEOC is required to do so, the EEOC will provide an employer with a copy of the 1098-F form that it will provide to the Internal Revenue Service (IRS).

38. Defendant agrees that within ten (10) business days of the Effective Date, it will provide to Senior Trial Attorney Megan Block: (a) Defendant’s EIN and (b) the name and physical address of the individual to whom EEOC should mail a copy of Form 1098-F, if EEOC is required to issue one. This identified individual must be an employee of Defendant.

39. The Parties acknowledge and agree that EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code.

40. The Parties acknowledge and agree that the provision of the Form 1098-F by the EEOC does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met and that any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC.

41. The Parties acknowledge and agree that they are not acting in reliance on any representations made by the EEOC regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

MISCELLANEOUS PROVISIONS

42. 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.

43. 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.

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

Megan M. Block
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
megan.block@eeoc.gov

45. This Decree may be executed in counterparts.

ORDER

46. The joint motion for entry of the consent decree (ECF No. 26) is GRANTED. The Clerk of the Court shall designate the case as CLOSED.

IT IS AGREED:

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

KARLA GILBRIDE
GENERAL COUNSEL

CHRISTOPHER LAGE
DEPUTY GENERAL COUNSEL
WASHINGTON, D.C.

Debra M. Lawrence by RLP per
DEBRA M. LAWRENCE authorization
REGIONAL ATTORNEY

Dated: 03/20/2024

Ronald L. Phillips
RONALD L. PHILLIPS
ASSISTANT REGIONAL ATTORNEY

Dated: 03/20/2024

Megan M. Block
MEGAN M. BLOCK
SENIOR TRIAL ATTORNEY
PA Bar No. 319263
EEOC – Pittsburgh Area Office
William S. Moorhead Federal Building
1000 Liberty Avenue, Suite 1112
Pittsburgh, PA 15222
Phone: (412) 588-6934
Fax: (412) 395-5749
Email: megan.block@eeoc.gov

Dated: 03/20/2024

FOR HATZEL & BUEHLER, INC.

Lawrence B. Berg
LAWRENCE B. BERG
NJ Bar No. 022092987
Marshall Dennehey
15000 Midlantic Drive, Suite 200
P.O. Bos 5429
Mount Laurel, NJ 08054
Phone: 856-414-6000
Fax: 856-414-6077
lbberg@mdwcg.com

Ronda K. O'Donnell
RONDA K. O'DONNELL
PA Bar No. 47603
Marshall Dennehey
2000 Market Street, Suite 2300
Philadelphia, PA 19103
Phone: 215-575-2697
Fax: 215-575-0856
rkodonnell@mdwcg.com

Dated: _____

Attorneys for Defendant

Michael C. Goeller
MICHAEL C. GOELLER
VICE PRESIDENT
HATZEL & BUEHLER, INC.

Dated: _____

IT IS SO ORDERED:

Date: _____

HONORABLE MICHAEL A. SHIPP
United States District Judge

IT IS AGREED:

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

KARLA GILBRIDE
GENERAL COUNSEL

CHRISTOPHER LAGE
DEPUTY GENERAL COUNSEL
WASHINGTON, D.C.

DEBRA M. LAWRENCE
REGIONAL ATTORNEY

Dated: _____

RONALD L. PHILLIPS
ASSISTANT REGIONAL ATTORNEY

Dated: _____

MEGAN M. BLOCK
SENIOR TRIAL ATTORNEY
PA Bar No. 319263
EEOC – Pittsburgh Area Office
William S. Moorhead Federal Building
1000 Liberty Avenue, Suite 1112
Pittsburgh, PA 15222
Phone: (412) 588-6934
Fax: (412) 395-5749
Email: megan.block@eeoc.gov

Dated: _____

IT IS SO ORDERED:

Date: _____

FOR HATZEL & BUEHLER, INC.



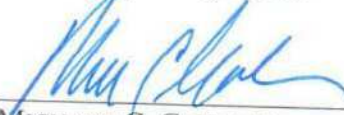
LAWRENCE B. BERG
NJ Bar No. 022092987
Marshall Dennehey
15000 Midlantic Drive, Suite 200
P.O. Bos 5429
Mount Laurel, NJ 08054
Phone: 856-414-6000
Fax: 856-414-6077
lbberg@mdwgc.com



RONDA K. O'DONNELL
PA Bar No. 47603
Marshall Dennehey
2000 Market Street, Suite 2300
Philadelphia, PA 19103
Phone: 215-575-2697
Fax: 215-575-0856
rkodonnell@mdwgc.com

Dated: 03/21/2024

Attorneys for Defendant



MICHAEL C. GOELLER
VICE PRESIDENT
HATZEL & BUEHLER, INC.

Dated: 3/21/24

HONORABLE MICHAEL A. SHIPP
United States District Judge

IT IS AGREED:

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

KARLA GILBRIDE
GENERAL COUNSEL

CHRISTOPHER LAGE
DEPUTY GENERAL COUNSEL
WASHINGTON, D.C.

DEBRA M. LAWRENCE
REGIONAL ATTORNEY

Dated: _____

RONALD L. PHILLIPS
ASSISTANT REGIONAL ATTORNEY

Dated: _____

MEGAN M. BLOCK
SENIOR TRIAL ATTORNEY
PA Bar No. 319263
EEOC – Pittsburgh Area Office
William S. Moorhead Federal Building
1000 Liberty Avenue, Suite 1112
Pittsburgh, PA 15222
Phone: (412) 588-6934
Fax: (412) 395-5749
Email: megan.block@eeoc.gov

Dated: _____

FOR HATZEL & BUEHLER, INC.

LAWRENCE B. BERG
NJ Bar No. 022092987
Marshall Dennehey
15000 Midlantic Drive, Suite 200
P.O. Bos 5429
Mount Laurel, NJ 08054
Phone: 856-414-6000
Fax: 856-414-6077
lbberg@mdwecg.com

RONDA K. O'DONNELL
PA Bar No. 47603
Marshall Dennehey
2000 Market Street, Suite 2300
Philadelphia, PA 19103
Phone: 215-575-2697
Fax: 215-575-0856
rkodonnell@mdwecg.com

Dated: _____

Attorneys for Defendant

MICHAEL C. GOELLER
VICE PRESIDENT
HATZEL & BUEHLER, INC.

Dated: _____

IT IS SO ORDERED:

Date: 7/16/24

Michael A. Shipp
HONORABLE MICHAEL A. SHIPP
United States District Judge

EXHIBIT A



LEGAL NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO FEDERAL COURT ORDER

This Notice is being posted pursuant to a federal court order in the matter of *U.S. EEOC v. Hatzel & Buehler, Inc.*, No. 3:23-cv-03093 (U.S. District Court – District of New Jersey), resolving a lawsuit filed by the U.S. Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, against Hatzel & Buehler, Inc. In its lawsuit, EEOC asserted claims that Hatzel & Buehler engaged in age discrimination in hiring and recruitment concerning certain non-union jobs at the New Jersey branch in violation of the Age Discrimination in Employment Act of 1967 (“ADEA”), a federal law that prohibits age discrimination in employment. Hatzel & Buehler denied committing any age discrimination, and the lawsuit was voluntarily settled before the federal court made any findings in the case.

To resolve the case, Hatzel & Buehler and the EEOC have entered into a Consent Decree which provides, among other things, that:

1. Hatzel & Buehler is prohibited by federal court order from unlawfully discriminating against any individual in hiring or recruitment because of age;
2. Hatzel & Buehler will pay monetary relief to job candidates designated by EEOC; and
3. Hatzel & Buehler will provide mandatory training and policies to its employees regarding compliance with the requirements of the ADEA.

Hatzel & Buehler, Inc. affirms its commitment that all job candidates and employees will not be subjected to discrimination because of age and will be given equal employment opportunities regardless of age.

EEOC enforces federal laws that prohibit discrimination in employment on the basis of age, sex, pregnancy/childbirth/related medical conditions, race, color, national origin, religion, disability, 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 discriminated against or subjected to retaliation 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, ASL videophone for deaf/hard of hearing callers at 844-234-5122, or via e-mail at info@eoc.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.**

Date

[Insert Name and Position of Defendant Official]

EXHIBIT B

ELIGIBLE CLAIMANTS

<u>NAME</u>	<u>AMOUNT OF BACK PAY</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u>
Keith Barfoot	\$39,000.00	\$39,000.00
Gary Cohen	\$17,500.00	\$17,500.00
Mario DeRobertis	\$18,000.00	\$18,000.00
Scott Diamond	\$13,500.00	\$13,500.00
Robert Lemay	\$34,000.00	\$34,000.00
Thomas Silvera	\$24,000.00	\$24,000.00
Vincent Tarsi	\$39,000.00	\$39,000.00

EXHIBIT C

ADEA Claims Release and Waiver

Pursuant to the Consent Decree entered in *U.S. Equal Employment Opportunity Commission v. Hatzel & Buehler, Inc.*, No. 3:23-cv-03093 (D.N.J.), and in consideration of payment in the gross amount of _____, which shall constitute back pay, and _____, which shall constitute liquidated damages, I, _____, hereby agree to release Hatzel & Buehler, Inc. (“Released Party”) from any claims that I may have under the Age Discrimination in Employment Act of 1967 (“ADEA”), as amended, that are set forth in the EEOC’s Complaint in the above-styled and numbered action. I further agree and covenant that I will not institute any civil action against the Released Party regarding the aforementioned claims. I understand that the Consent Decree, once approved and entered by the Court, shall fully and finally resolve all claims alleged in EEOC’s Complaint filed in above-styled and numbered action.

I have been advised to consult an attorney before signing this ADEA Claims Release and Waiver.

Signature

Date