

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**v.**

**PILOT AIR FREIGHT, LLC,**

**Defendant.**

**CIVIL ACTION NO.  
1:21-CV-03936-MLB-LTW**

**JURY TRIAL DEMAND**

**JOINT MOTION FOR ENTRY OF CONSENT DECREE**

The Parties, by and through their undersigned counsel of record, hereby respectfully move the Court for approval of the Consent Decree that has been executed in settlement of the above-captioned case. The Proposed Consent Decree is attached to this Motion as Exhibit A.

Respectfully submitted, this 8th day of August 2024.

<p><b>FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:</b> KARLA GILBRIDE General Counsel</p> <p>CHRISTOPHER LAGE Deputy General Counsel</p>	<p><b>FOR DEFENDANT PILOT AIR FREIGHT, LLC:</b></p> <p><i>/s/ Mary A. Smigielski</i> Mary A. Smigielski (pro hac vice) Stephen L. Sitley (pro hac vice) 550 West Adams Street, Suite 300 Chicago, IL 60661</p>
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<p>MARCUS KEEGAN Regional Attorney</p> <p>LAKISHA DUCKETT ZIMBABWE Assistant Regional Attorney</p> <p><i>/s/ Adam T. Mills</i> Adam T. Mills Georgia Bar No. 123930 U.S. Equal Employment Opportunity Commission 100 Alabama St. SW Suite 4R30 Atlanta, Georgia 30303 adam.mills@eoc.gov Phone: 404-531-4807 Fax: 404-562-6905</p>	<p>(mary.smigielski@lewisbrisbois.com) (stephen.sitley@lewisbrisbois.com)</p> <p>John S. Snelling Georgia Bar No. 665759 Lewis Brisbois Bisgaard &amp; Smith LLP 600 Peachtree Street, N.E., Suite 4700 Atlanta, GA 30308 (404) 567-6588 (telephone) john.snelling@lewisbrisbois.com</p> <p><i>Attorneys for Defendant Pilot Air Freight, LLC</i></p>
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**CERTIFICATE OF COMPLIANCE**

Pursuant to Local Rule 7.1(D), counsel certifies that the foregoing document was prepared using font and point selections approved by the Court in Local Rule 5.1.

This 8th day of August,2024.

*/s/ Adam T. Mills*  
Adam T. Mills

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**v.**

**PILOT AIR FREIGHT, LLC,**

**Defendant.**

**CIVIL ACTION NO.  
1:21-CV-03936-MLB-LTW**

**JURY TRIAL DEMAND**

**CONSENT DECREE**

The Equal Employment Opportunity Commission (the “Commission”) instituted this action pursuant to Title I of the Americans with Disabilities Act of 1990, as amended (“ADA”), and Title I of the Civil Rights Act of 1991. The Commission’s Complaint alleged that Defendant Pilot Air Freight, LLC (“Pilot” or “Defendant”), unlawfully discriminated against Charging Party Thomas Hunt (“Hunt”) when, *inter alia*, Defendant terminated his employment because of his disability and/or because it regarded him as disabled. Pilot denies the Commission’s allegations.

The Commission and Pilot (collectively, the “Parties”) hereby stipulate to jurisdiction of the Court over the Parties and agree that the subject matter of this action is properly before this Court. The Parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the Parties and the subject matter of this action; (2) the purpose and provisions of the ADA will be promoted and effectuated by the entry of the Consent Decree; (3) no party shall contest the jurisdiction of this Court to enforce this Consent Decree and its terms or the right of the Commission to bring an enforcement suit upon alleged breach of any term(s) of this Consent Decree; (4) the terms of this Consent Decree are and shall be binding upon the present and future representatives, directors, officers, successors, and assigns of Defendant; and (5) this Consent Decree resolves all matters in controversy between and among the parties as provided in paragraphs 1 through 18, below.

It is therefore **ORDERED, ADJUDGED, and DECREED** as follows:

1. **Nondiscrimination.** Defendant shall not engage in employment practices which discriminate against any person because of their disability, including denying any employee or prospective employee reasonable accommodations for a

disability that can be provided without undue hardship or terminating their employment because of their disability.

2. **No Retaliation.** Defendant shall not retaliate against any person because of their opposition to any practice made unlawful under the ADA or any other statute or regulation enforced by the EEOC, because of their assistance to another individual in securing or enjoying any right or privilege under a statute or regulation enforced by the EEOC, because of their own use or enjoyment of any right or privilege under any statute or regulation enforced by the EEOC, because of the filing of a Charge of Discrimination, or because of the giving of testimony or assistance or other participation in any investigation, proceeding, or hearing under any statute or regulation enforced by the EEOC.

3. **Payment.** Defendant shall pay Hunt a total settlement amount of \$400,000.00 (USD) in settlement of the claims raised in this action. Defendant shall make payment by issuing one or more checks payable to Hunt. Full payment shall be made within fifteen (15) business days after the Court approves this Consent Decree. Defendant's payment to Hunt shall be sent via secure overnight delivery at an address to be provided in writing to Defendant by the Commission no later than the date the Court approves this Consent Decree. Within ten (10) days after the

check(s) have been sent, Defendant shall certify to the Commission, under oath, the delivery of the payment to Hunt.

No party to this Consent Decree shall make any representation, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Hunt may incur on such payment under local, state and/or federal law.

4. **Settlement Reporting.** The Commission may be required to report the fact of this settlement to the Internal Revenue Service (“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. If required to do so, the Commission will provide the employer(s) with a copy of the 1098-F form that it will provide to the IRS.

- A. Within ten (10) business days of the signing of this Decree, Defendant agrees to provide the Commission (1) the Employer’s EIN(s) and (2) the individual and physical address(es) to whom the Commission should mail the copy of the Form 1098-F, if the Commission is required to issue one. Any identified individual must be an employee of the Defendant.
- B. The Commission has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code.
- C. The provision of the Form 1098-F by the Commission 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 the Commission.

E. The Parties are not acting in reliance on any representation made by the Commission regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code

5. **Nonpayment of Settlement Funds.** If Hunt does not receive the payment(s) described in paragraph 4, above, by the due date set forth therein due to a failure on the part of Defendant to properly transmit the same, Defendant shall pay interest on the defaulted payments at a rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid, and bear any traditional costs caused by non-compliance or delay, including but not limited to, any and all costs arising out of efforts to enforce this Consent Decree in federal court.

6. **Elimination of Personnel Records.** Within ten (10) business days of the entry of this Consent Decree by the Court, Defendant shall eliminate from the employment records and personnel file of Hunt any and all documents, entries, or references of any kind relating to EEOC Charge Number 410-2019-08119, Hunt's discharge, and the related events thereafter, including this litigation. Within ten (10) business days of the entry of this Consent Decree by the Court, Defendant shall



report compliance with this provision to the Commission. This provision shall not require the removal or destruction of any of Defendant's other business records.

7. **ADA Policy.** Defendant shall maintain and adhere to an ADA Compliance Policy (the "Policy") consistent with this Consent Decree. A copy of the Policy is attached hereto as **Exhibit A**. Copies of this Policy shall be made available to all of Defendant's employees within thirty (30) days of the Court's entry of this Consent Decree. New employees shall receive a copy of the Policy as part of their new hire onboarding. A copy of the Policy shall be included in Defendant's Colleague Guide. Within forty-five (45) days of the entry of this Consent Decree by the Court, Defendant shall report compliance with this provision to the Commission.

8. **Training.** With respect to employees based in Defendant's Atlanta Station, Defendant shall provide a one-time mandatory live training program to all human resources employees based in Defendant's Atlanta Station, as well as all employees based in Defendant's Atlanta Station, tasked with receiving, processing, and/or evaluating requests for reasonable accommodations for disabilities. The training program shall include, at a minimum: (a) an explanation of the Policy referenced in paragraph 7, above; (b) a description of the ADA, the types of conduct and/or policies that constitute discrimination because of disability, and the laws protecting employees from disability discrimination or ADA retaliation; and (c) an

explanation of the circumstances that may entitle an employee to a reasonable accommodation for a disability.

The training program shall be completed within ninety (90) days of the entry of this Consent Decree. Defendant will train any new HR or other employee responsible for reasonable accommodations based in the Atlanta station during the term of this consent decree in person or virtually with the same agenda. At least fifteen (15) business days prior to the one-time the training program, Defendant shall submit to the Commission an agenda for the training program by electronic mail sent to [EEOC-ATDO-decree-monitoring@eeoc.gov](mailto:EEOC-ATDO-decree-monitoring@eeoc.gov). Defendant should presume that the agenda is approved unless contacted within five (5) business days of submission of the agenda. Within ten (10) business days after completion of the one-time training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

9. **Individual Training.** During the term of this Consent Decree, Defendant shall provide additional live or virtual mandatory training program to the following employees: Bill Agnos and Stacey O’Leary. This additional training program shall include, at a minimum: (a) all topics listed in paragraph 7, above; (b) a detailed explanation of how employees can request a reasonable accommodation

for a disability; (c) an explanation of the rights of employees who are denied a reasonable accommodation, including rights under any applicable policy, how employees can file internal complaints of disability discrimination or related retaliation, how employees can appeal the denial of a request for a reasonable accommodation, and the right of employees to file a Charge of Discrimination with the Commission; and (d) a detailed explanation of the non-retaliation provisions of the ADA and how such provisions apply to requests for reasonable accommodations.

This training program for Bill Agnos and Stacey O’Leary shall be completed within ninety (90) days of the entry of this Consent Decree. At least fifteen (15) business days prior to this program, Defendant shall submit to the Commission an agenda for the training program by electronic mail sent to [EEOC-ATDO-decree-monitoring@eoc.gov](mailto:EEOC-ATDO-decree-monitoring@eoc.gov). Defendant should presume that the agenda is approved unless contacted by the Commission regarding the agenda within five (5) business days of submission of the agenda. Defendant shall confirm completion of this training to the Commission within ten (10) business days after a written request by the Commission.

10. **Conspicuous Notice.** Beginning within ten (10) business days after the entry of this Consent Decree by the Court, and continuing throughout the term of this Consent Decree, Defendant shall conspicuously post the attached Employee

Notice, marked **Exhibit B**, hereby made a part of this Consent Decree, in its Atlanta Station in a place where it is visible to employees. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice. Defendant further agrees to electronically display the Notice on its Intranet system(s) within ten (10) days of the effective date of this Consent Decree and for the remainder of its duration. Within ten (10) business days after entry of this Consent Decree, Defendant shall notify the Commission of its compliance with all of the provisions of this paragraph.

11. **Defendant's Contact.** All notices to Defendant by the Commission pursuant to this Consent Decree shall be sent by electronic mail to Michael Scott, Esq., Head of U.S. Labor and Employment Labor, at [michael.scott@maersk.com](mailto:michael.scott@maersk.com) and a copy to [Mary.Smigielski@lewisbrisbois.com](mailto:Mary.Smigielski@lewisbrisbois.com). If at any time during the term of this Consent Decree Defendant's designated point of contact changes, Defendant shall notify the Commission and provide contact information for a new designated point of contact within fourteen (14) calendar days of the change.

12. **Reporting.** Within nine (9) months of the Court's entry of this Consent Decree, Defendant shall provide the Commission with one report. The report will include the following information:

A. the identities of all applicants to Defendant's Atlanta Station or other

employees of Defendant's Atlanta Station whose formal complaints of disability discrimination were received by Human Resources, to include any complaints that the individual was discharged, demoted, or denied a position because they requested a reasonable accommodation for a disability, or was denied a reasonable accommodation for a disability, including each person's name, address, telephone number, and position title; and

- B. for each individual identified in Paragraph 12.A., above, explain what actions were taken, if any, by Defendant in response to the individual's complaint;
- C. for each individual identified in Paragraph 12.A., above, an explanation of whether the individual's employment status has changed in any respect (for example, including, but not limited to, not hired, termination, firing, demotion, promotion, or part-time from full-time); and
- D. for each individual whose employment status has changed as identified in Paragraph 12.A., above, a statement explaining why the individual's employment status has changed.

In the event there is no activity to report pursuant to this paragraph, Defendant

shall send the Commission a “negative” report indicating no activity.

13. **Communications to EEOC.** All reports or notices sent to the Commission by Defendant pursuant to this Consent Decree shall be sent by electronic mail to: (1) [EEOC-ATDO-decree-monitoring@eoc.gov](mailto:EEOC-ATDO-decree-monitoring@eoc.gov); or (2) by regular mail to:

Marcus G. Keegan  
Regional Attorney  
U.S. Equal Employment Opportunity Commission  
Sam Nunn Atlanta Federal Center  
100 Alabama Street, SW  
Suite 4R30  
Atlanta, GA 30303

14. **Review of Compliance.** The Commission may review compliance with this Consent Decree. As part of such review, the Commission may, with reasonable prior notice, inspect Defendant’s Atlanta facility with respect to the posting requirements of this Consent Decree.

15. **Non-compliance.** If at any time during the term of this Consent Decree the Commission believes that Defendant is or may be in violation of its terms, the Commission shall give reasonable notice of the alleged violation to Defendant. Defendant shall then have ten (10) business days in which to investigate and provide written response to the allegations. Thereafter, the Parties shall have a period of ten (10) business days, or such additional period as may be

agreed upon by the Parties, in which to engage in negotiation regarding such allegations before the Commission exercises any remedy provided by law.

16. **Duration.** This Consent Decree shall be in effect for a period of one (1) year from its entry by the Court.

17. **Court Retains Jurisdiction.** This Court shall retain jurisdiction of this cause during the term of the Consent Decree for purposes of monitoring compliance with this Consent Decree and entry of such further orders as may be necessary and appropriate.

18. **Costs and Fees.** Except as delineated above, each party shall bear its own costs and attorneys' fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge, U.S. District Court  
Northern District of Georgia

The Parties jointly request that the Court approve and enter the Consent

Decree:

**FOR PLAINTIFF EQUAL  
EMPLOYMENT OPPORTUNITY  
COMMISSION:**

KARLA GILBRIDE  
General Counsel

CHRISTOPHER LAGE  
Deputy General Counsel

MARCUS KEEGAN  
Regional Attorney

LAKISHA DUCKETT ZIMBABWE  
Assistant Regional Attorney

/s/ Adam T. Mills

Adam T. Mills  
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Georgia Bar No. 123930  
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Commission  
Atlanta District Office  
100 Alabama St. SW, Suite 4R30  
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**FOR PILOT AIR FREIGHT, LLC:**

MICHAEL SCOTT  
Head of U.S. Labor and Employment

/s/ 



# **EXHIBIT A**

## **EXHIBIT A**

### **PILOT AIR FREIGHT, LLC EEO STATEMENT AND REASONABLE ACCOMMODATION POLICY**

Pilot Air Freight, LLC (the “Company”) is committed to ensuring accessibility of this policy to all applicants, employees and other covered individuals as stated in this policy. If you need assistance accessing or understanding this policy statement or know of an applicant or employee who may need assistance, please call our HR department at 844-616-4396.

The Company makes employment decisions on the basis of merit and believes all persons are entitled to equal employment opportunities. In furtherance of our policy of equal employment opportunity, the Company is committed to maintaining a work environment free of any form of discrimination or harassment against applicants for employment, employees, vendors, contractors, and customers on the basis of race, color, religion and religious creed, age, sex, gender, sexual orientation, gender identity, gender expression, transgender status, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy, childbirth, breastfeeding or related medical conditions, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act, the California Family Rights Act, or any other similar state law), domestic violence victim status, military and veteran status, citizenship status, marital status, the perception that anyone has any of these characteristics, any association with a person who has or is perceived as having any of these characteristics, or any other basis protected by law (the “Protected Classifications”).

As a federal contractor subject to Executive Order 11246 (E.O. 11246), Section 4212 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Company has implemented the following policies and procedures as part of our commitment to compliance with equal opportunity and affirmative action requirements. These policies apply whenever and wherever a Company employee is performing a function of his or her job, including at all Company locations, client worksites, and company-sponsored or client-sponsored business and social functions.

It is the Company’s policy to take affirmative action to employ and advance in employment qualified minorities, women, protected veterans, and individuals with disabilities. We will provide reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant for employment or employee, unless the accommodation would impose an undue hardship on the operation of our business.

The Company’s equal employment opportunity and affirmative action policies require that employment decisions be based only on valid job requirements, and extend to all terms, conditions, and privileges of employment at all levels including, but not limited to, recruitment, selection, compensation, benefits, training, promotion, and disciplinary actions.

The Company is also committed to ensuring a professional and safe working environment for all people. Workplace harassment of any kind, based on, or because of any Protected Classification, or any other reason prohibited by law will not be tolerated, whether committed by Company personnel or by clients, customers, vendors, or other individuals doing business with the Company. Prohibited harassment includes when a supervisor, co-worker, or even a non-employee behaves or acts in such a way that creates a hostile work environment for another employee based on an individual’s Protected Classification or other protected characteristic.

The Company encourages and expects anyone who becomes aware of discrimination or harassment to report it immediately to the HR department, a manager or supervisor. Managers and supervisors are required to immediately report to the HR department any discrimination or harassment of which they are aware. The Company will promptly and thoroughly investigate the alleged misconduct and, if a violation of this policy is found, will take immediate and appropriate corrective action.

The Company will also take all necessary steps to ensure that no applicant for employment, employee or other covered individual is subjected to harassment, intimidation, threats, coercion or discrimination because he or she has engaged in or may engage in the filing of a complaint; for assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of E.O. 11246, VEVRAA, Section 503, or any other federal, state, or local law requiring equal employment opportunity for individuals with disabilities or protected veterans; for opposing any act or practice made unlawful by E.O. 11246, VEVRAA or Section 503 and their implementing regulations, or any other federal, state, or local law requiring equal employment opportunity for individuals with disabilities or protected veterans; or for exercising any other right protected by E.O. 11246, VEVRAA or Section 503 or their implementing regulations. The Company's equal opportunity and affirmative action policies also prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a Company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to the HR department. After receiving a complaint involving a violation of the Company's equal opportunity or affirmative action policy, the Company will investigate and take corrective action, as appropriate. Complaints will be handled swiftly and thoroughly, and investigations will be kept strictly confidential to the maximum extent possible. No one, regardless of position or length of service, is exempt from these policies.

As the Regional Managing Director of the Company, I fully support our affirmative action program and am committed to implementation of the Company's equal employment opportunity and affirmative action policies. I have designated overall responsibility for these policies to the HR department, which is responsible for the implementation and auditing of these policies for the Company at each of our individual facilities. Complaints should be directed to the HR department.

The Company recognizes that commitment to equal employment opportunity goes beyond formal programs; it requires the individual commitment of all Company personnel. Please join me in ensuring that every member of the Company is treated with dignity and respect for individual differences and that our Company is a company where all people can truly excel.

The non-confidential portions of our affirmative action programs are available for inspection by any applicant for employment or employee in your local HR office during regular business hours. Please contact the HR department for additional information.

### **Policy Prohibiting Discrimination and Retaliation**

The Company is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on any Protected Classification set forth above, and an environment free from retaliation for participating in any protected activity covered by this policy. The Company is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, the Company has adopted and maintains this Policy Prohibiting Discrimination, Harassment and Retaliation designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace.

Unlawful discrimination and harassment, including sexual harassment, discriminatory harassment, and other conduct prohibited by law or Company policy will not be tolerated by the Company. This policy is intended to prohibit all improper and/or unlawful discrimination and harassment in the work environment, at all Company locations, and by a Company colleague regardless of location including, but not limited to, client worksites, company sponsored or client sponsored business and social functions, or in the use of Company resources, including electronic mail, voicemail and the Internet. Company employees are required to completely refrain from unlawful discrimination and harassment, including sexual harassment, discriminatory harassment, and other conduct prohibited by law or Company policy even when outside of the work environment and whether or not the Company employee is engaged in activity unrelated to the Company.

This policy applies to Company applicants and employees (co-workers, supervisors and managers) and also includes non-employees or other third parties (e.g., customers, clients, independent contractors, vendors, applicants, paid and/or unpaid interns, volunteers, and/or other third parties in our workplace (regardless of their status)). Unlawful discrimination or harassment of or by such non-employees or other third parties is also prohibited, and all such non-employees or other third parties must follow and uphold this policy. If a colleague informs the Company that he or she has been subject to or has witnessed discrimination or other harassment in the workplace by a non-employee, that individual will be informed of the Company's policy and appropriate investigation, corrective action and preventive steps will be taken, as set forth below.

All colleagues are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment and retaliation. Colleagues are encouraged to promptly report conduct that they believe violates this policy so that the Company may address and resolve any concerns. Managers are required to promptly report any complaint that they receive or any conduct that they believe violates this policy to the HR department.

### **Discrimination**

The Company strives to provide an environment that affirms the rights and dignity of each individual, fosters diversity, and encourages a respect for the differences among persons.

The Company does not discriminate or permit its employees to discriminate against employees or applicants based on race, color, religion and religious creed, age, sex, gender, sexual orientation, gender identity, gender expression, transgender status, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy, childbirth, breastfeeding or related medical conditions, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act, the California Family Rights Act, or any other similar state law), domestic violence victim status, military and veteran status, citizenship status, marital status, the perception that anyone has any of these characteristics, any association with a person who has or is perceived as having any of these characteristics, or any other basis protected by law (the "Protected Classifications").

The Company complies with nondiscrimination regulations under Title VI and Title VII of the Civil Rights Acts of 1964; Equal Pay Act of 1963; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990; Age Discrimination in Employment Act of 1967; California Fair Employment and Housing Act; Florida Civil Human Rights Act; Kentucky Civil Rights Act; Louisiana Employment Discrimination Law; New Jersey Law Against Discrimination; New York Human Rights Law; North Carolina Equal Employment Practices Act; South Carolina Human Affairs Law; Tennessee Human Rights Act; Texas Labor Code; Virginia Human Rights Act; Washington Law Against Discrimination; and all other applicable statutes.

If you believe you have been subjected to unlawful discrimination, have witnessed discrimination, or have any inquiries concerning the Company's grievance procedures, you are encouraged and expected to immediately notify your manager or the HR department.

The Company will handle all complaints swiftly, thoroughly and confidentially to the extent possible in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status.

## **Harassment**

The Company will not tolerate unlawful harassment of or by any of its employees. This policy forbids any unwelcome conduct in the workplace that is based on any of the above-identified Protected Classifications. Harassment can consist of visual, verbal, or physical conduct or displays that denigrate or show hostility or aversion toward an individual because of his/her Protected Classification or that of his/her relatives, friends, or associates, all of which is prohibited by the Company and is grounds for disciplinary action, up to and including immediate termination. Additionally, such conduct rises to the level of being unlawful when:

1. It has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. It has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. It otherwise adversely affects an individual's employment opportunities.

Examples of what may constitute such harassment include: using epithets or slurs; threatening, intimidating or engaging in hostile acts that focus on a protected characteristic, including jokes or pranks; and placing or circulating anywhere on the Company's premises, or using Company resources (including electronic mail, voice mail or the Internet) to create, send, receive or store, written or graphic material that denigrates or shows hostility, bias against or aversion toward a person or group because of a protected characteristic. The above list is not intended to be all-inclusive.

The Company prohibits such conduct in the workplace even if the conduct is not sufficiently severe or pervasive to constitute actionable harassment.

## **Reasonable Accommodation Policy Overview**

The Company prohibits discrimination on the basis of disability and is committed to providing equal employment opportunities to qualified individuals with disabilities. Specifically, our policy is to employ individuals based solely on qualifications and the performance of essential job requirements. Physical or mental disabilities that do not interfere with performing the essential tasks of the position, with or without reasonable accommodation, are not considered in employment decisions. This Reasonable Accommodation Policy is intended to comply with the federal Americans with Disabilities Act (ADA) and applicable state and local laws, which provide that otherwise qualified colleagues with disabilities (as defined by law) are entitled to reasonable accommodations to enable the employee to otherwise perform the essential functions of the job to the extent that the reasonable accommodation does not pose an undue hardship to the Company or, despite the accommodation, there would be a significant risk to the safety of the employee or others. While applicants and colleagues are invited to identify reasonable accommodations that can be made to assist them in performing the essential functions of the position they seek or occupy, colleagues may not make their own accommodations to their positions, but should contact the HR department if they wish to participate in the accommodation process. Similarly, managers may not make accommodations to a colleague's position

in response to a request or based on an assumption of a required accommodation without engaging the HR department.

### **Eligibility**

Otherwise qualified colleagues with disabilities may be entitled to a reasonable accommodation to safely perform the essential functions of the job to the extent that providing the reasonable accommodation does not pose an undue hardship to the Company.

Except in limited circumstances, a colleague with a disability has an obligation to make a request for a reasonable accommodation. A colleague requesting a reasonable accommodation has an obligation to provide medical documentation to substantiate the existence of a disability and/or need for a reasonable accommodation when the disability and/or need for a reasonable accommodation is not obvious. A colleague also has an obligation to participate in an interactive process to determine what reasonable accommodation(s) are effective to otherwise enable the colleague to perform the essential functions of his or her job.

### **Process for Requesting an Accommodation**

If a colleague with a disability believes that he or she needs a reasonable accommodation to perform the essential functions of his or her job, or can no longer perform the essential functions of his or her job and is requesting transfer to a different job, the colleague should contact the HR department, and he or she will be given a Request for Accommodation Form to complete.

In circumstances where a colleague is on an approved medical leave of absence under the Company's medical leave policy but the colleague is in need of additional leave after he or she has exhausted his or her medical leave entitlement, or will need a reasonable accommodation to perform his or her essential job functions upon his or her return to work, the colleague should affirmatively notify the HR department to request such additional leave.

See the Leave Benefits & Policies in the Company's Benefits Guide for more information about medical leaves of absences and the related benefits.

### **Certification and Interactive Process**

Once a colleague requests a reasonable accommodation, if he or she has not done so already, he or she must contact the HR department and complete a Request for Accommodation Form. Updated medical information may be requested based on the circumstances involved. All medical information will be kept confidential in accordance with applicable law.

A colleague has an obligation to work with the Company to identify an effective reasonable accommodation to the extent one is needed, even if the colleague has identified a preferred accommodation. This obligation means that the colleague must provide medical certification as requested, participate in the second opinion process when requested, and/or work with the Company to identify effective accommodations. To the extent that the colleague is entitled to a reasonable accommodation, the Company may choose among alternative reasonable accommodations as long as what is chosen is effective.

### **Terms and Conditions of Employment**

The Company prohibits any form of discrimination or retaliation because a colleague has requested or received a reasonable accommodation. If a colleague believes that he or she has been subject to adverse treatment or retaliation for requesting and/or receiving a reasonable accommodation, the colleague should notify the HR department immediately.

# **EXHIBIT B**



**EXHIBIT B**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**v.**

**PILOT AIR FREIGHT, LLC,**

**Defendant.**

**CIVIL ACTION NO.  
1:21-CV-03936-MLB-LTW**

**EMPLOYEE NOTICE**

1. This Notice is posted pursuant to a settlement between the U.S. Equal Employment Opportunity Commission (“EEOC”) and Pilot Air Freight, LLC (“Pilot”), in a case alleging discrimination on the basis of disability. Specifically, the EEOC alleged that Pilot unlawfully discriminated against former employee Thomas Hunt (“Hunt”) by terminating his employment because of his disability and/or because the company regarded him as disabled. As part of the settlement, Pilot agreed to pay monetary damages to Mr. Hunt and to take other actions delineated in the Consent Decree resolving the lawsuit.

2. Federal law requires that employers not discriminate against any employee or applicant for employment because of the individual’s race, color, religion, sex, national origin, age (40 or older), genetic information, or disability. Federal law also prohibits retaliation against employees because they have opposed unlawful employment discrimination, or because they gave testimony or assistance in or participated in an employment discrimination investigation, proceeding, or

hearing, or otherwise asserted their rights under the laws enforced by the U.S. Equal Employment Opportunity Commission.

3. Pilot will comply with such federal law in all respects. Furthermore, Pilot will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or given testimony, assistance, or participation in any investigation, proceeding, or hearing conducted by the U.S. Equal Employment Opportunity Commission.

4. An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact their local U. S. Equal Employment Opportunity Commission field office for the purpose of filing a charge of employment discrimination. To locate the nearest field office, contact:

Equal Employment Opportunity Commission  
131 M. Street, N.E.  
Washington, DC 20507  
TEL: 1-800-669-4000  
TTY: 1-800-669-6820

5. This Notice will remain posted for at least one (1) year by agreement with the U.S. Equal Employment Opportunity Commission. DO NOT REMOVE THIS NOTICE UNTIL: \_\_\_\_\_, 2025.