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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	
v.	)	CIVIL ACTION NO. JFM-03-cv-01535
PJAX, INC.,	)	
Defendant.	)	

CONSENT DECREE

This Consent Decree (the "Decree") is made and entered into by and between Plaintiff Equal Employment Opportunity Commission ("Commission" or the "EEOC") and Defendant PJAX, Inc. ("PJAX") (collectively, the "Parties").

The Commission filed this action against PJAX to enforce Title VII of the Civil Rights Act of 1964 ("Title VII") , the Age Discrimination in Employment Act of 1967 ("ADEA"), and the Americans with Disabilities Act of 1990 ("ADA"). In its Complaint, the EEOC alleges that PJAX unlawfully discriminated against Mary Kutchera because of sex and age by failing to hire her as a driver; that PJAX unlawfully terminated the employment of Robert Fallon in retaliation for his complaints of unlawful employment practices; that PJAX unlawfully discriminated against women, as a class, by failing to hire them for the positions of driver and dockworker because of sex; and that PJAX unlawfully discriminated against other job applicants for dockworker and driver positions by denying employment to them based upon their responses to a pre-employment medical questionnaire.

PJAX denies all allegations.

Both the Commission and PJAX desire to resolve the Commission's action without the time and expense of continued litigation, and desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of the aforementioned statutes.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and the aforementioned statutes. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. The Court has subject matter jurisdiction over this action and jurisdiction over the Parties for purposes of entering and enforcing this Decree.

2. The Commission is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination based upon sex, age, and disability and to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

Scope of Decree

3. The duration of this Decree shall be two (2) years from the date of its entry, except as provided in Paragraph 23. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate the purposes of the Decree.

4. Unless otherwise stated, the Decree shall apply to PJAX's headquarters and terminals and facilities nationwide, including those terminals and facilities not yet in existence but that may operate in the future.

5. This Decree is intended to and does effectuate the full, final and complete resolution of all allegations of unlawful employment practices and discrimination encompassed by EEOC Charge Nos. 220A01265 and 120A00300, the EEOC's June 25, 2002 Letter of

Determination and August 15, 2002 Letter of Determination, and/or the complaint filed in EEOC v. PJAX, Inc., Civil Action No. JFM-03-cv-01535. Specifically, the Decree constitutes a complete and final settlement and resolution of all claims of sex discrimination, age discrimination, disability discrimination, retaliation and discharge that were asserted in EEOC Charge Nos. 220A01265 and 120A00300, and/or encompassed in the EEOC's June 25, 2002 Letter of Determination and its August 15, 2002 Letter of Determination, and/or asserted by the EEOC or otherwise encompassed in this action under Title VII, the ADEA and/or the ADA, arising from January 1, 1997 through the date of this Decree.

6. The Decree, being entered with the consent of the EEOC and PJAX, shall not constitute an adjudication or finding on the merits of the case.

Monetary Relief to Charging Parties

7. Within ten (10) days of entry of this Decree, Ms. Kutchera will execute and deliver to PJAX a Release, a copy of which is appended hereto at Attachment A.

8. Within ten (10) days of receipt of Ms. Kutchera's executed release and subject to and in consideration for Ms. Kutchera's executed Release, Defendant shall pay Charging Party Mary Kutchera monetary relief in the total amount of $25,000.00 in full settlement of all allegations of unlawful employment practices and discrimination encompassed by EEOC Charge No. 220A01265, the EEOC's June 25, 2002 Letter of Determination and the EEOC's August 15, 2002 Letter of Determination, and the complaint filed in EEOC v. PJAX, Inc., Civil Action No. JFM-03-cv-01535. All of the monetary relief paid to Ms. Kutchera pursuant to the Release and this Decree is acknowledged to be compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The check will be sent directly to Ms. Kutchera, and a photocopy of the check will be mailed to the EEOC, Baltimore District Office, 10 S. Howard Street, 3rd Floor, Baltimore, Maryland 21201.

9. Within ten (10) days of entry of this Decree, Mr. Fallon will execute and deliver to PJAX a Release, as agreed to by Fallon and his counsel.

10. Within ten (10) days of receipt of Mr. Fallon's executed Release and subject to and in consideration for Mr. Fallon's executed Release, Defendant shall pay Charging Party Robert Fallon monetary relief in the total amount of $200,500.00 in full settlement of all allegations of unlawful employment practices and discrimination encompassed by EEOC Charge No. 120A00300 as amended, the EEOC's June 25, 2002 Letter of Determination and the EEOC's Letter of Determination dated August 15, 2002, and the complaint filed in EEOC v. PJAX, Inc., Civil Action No. JFM-03-cv-01535. All of the monetary relief paid to Mr. Fallon pursuant to the Release and this Decree is acknowledged to be compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The check will be sent directly to Mr. Fallon, and a photocopy of the check will be mailed to the EEOC, Baltimore District Office, 10 S. Howard Street, 3rd Floor, Baltimore, Maryland 21201.

11. When required under the law, PJAX will issue to Ms. Kutchera and Mr. Fallon United States Internal Revenue Services Forms 1099 and Ms. Kutchera and Mr. Fallon will be responsible for paying any required taxes on the amounts otherwise disbursed to them.

12. If Ms. Kutchera and/or Mr. Fallon has died or dies at any time before issuance of or depositing or cashing their checks, their respective estate personal representatives or heir(s) shall receive the payments that they would have otherwise received.

Monetary Relief to Eligible Claimants

13. "Eligible Claimants" are defined as:

a. all women who applied for the position of driver and/or dockworker between January 1, 1997 and the date of entry of the Decree, but who the Commission determines were qualified for the

position for which they applied but were rejected for employment because of their sex;

b. all applicants who applied for the position of driver and/or dockworker between January 1, 1997 and the date of entry of the Decree, but who the Commission determines were qualified for the position for which they applied but were rejected for employment because of a disability elicited by PJAX during the pre-employment stage.

14. PJAX shall pay the total settlement amount of $1,775,000.00 to be distributed to Eligible Claimants as defined in Paragraph 13 above and whose names, addresses, and amounts payable to each will be furnished by the Commission to PJAX within ninety (90) days of the date of entry of this Consent Decree; provided, however, that payment to an Eligible Claimant is conditioned upon receipt of an executed Release as appended in Attachment A. All of the monetary relief paid to the Eligible Claimants pursuant to this Decree is acknowledged to be compensatory damages under Title VII and/or under the ADA.

15. Each Eligible Claimant will receive three payments which will, in total, represent the full monetary relief due to the Eligible Claimant, except as provided in Paragraph 18. Within one hundred eighty (180) days of entry of this Decree, each Eligible Claimant will execute and deliver to PJAX a Release, a copy of which is appended hereto at Attachment A. Within ten (10) days of receipt of an executed Release from an Eligible Claimant, PJAX will pay directly to the Eligible Claimant by check, cashier's check, or money order the first of the three installment payments to be made to the Eligible Claimant. This first installment payment shall be the *pro rata* portion of $241,666.67. PJAX will make its second payment to an Eligible Claimant within twelve (12) months of the date of its first payment. This second installment payment shall be the

pro rata portion of $766,666.67. PJAX will make its third and final payment to an Eligible Claimant within twenty-four (24) months of the date of its first payment to that Claimant but not later than sixty (60) days prior to the expiration of this Decree. This third installment payment shall be the *pro rata* portion of $766,666.67.

16. PJAX shall mail all checks, cashier's checks, or money orders directly to each Eligible Claimant at the current address provided by EEOC and will issue United States Internal Revenue Form 1099 to all Eligible Claimants for all payments. Within ten (10) days of payment to each Eligible Claimant, PJAX will submit a copy of each check and related correspondence to the EEOC, Baltimore District Office, 10 S. Howard Street, 3rd Floor, Baltimore, Maryland 21201.

17. PJAX shall promptly notify the EEOC in writing if any checks issued to Eligible Claimants are returned or are not cashed after a period of thirty (30) days has elapsed after being mailed. If any checks mailed by PJAX pursuant to this Decree are returned or not cashed, PJAX shall take at its own expense reasonable steps, which includes but is not limited to computer, motor vehicle, and credit searches, to determine the Eligible Claimant's most current address and to effectuate either delivery or cashing of the check. If after exhausting such reasonable steps, any check has been returned or remains uncashed, PJAX shall promptly notify the EEOC.

18. In the event that any Eligible Claimant has not executed a Release within one hundred eighty (180) days of entry of the Decree or in the event that PJAX has been unable to deliver a check to such Eligible Claimant or such check is not cashed within one-hundred eighty (180) days of receipt of an executed Release, the portion of the total settlement amount attributed to that Eligible Claimant shall be distributed as part of the final installment, on a *pro-rata* basis, to the other Eligible Claimants.

19. If any Eligible Claimant has died or dies at any time before issuance of or depositing or cashing his or her checks, the estate personal representative, or heir(s) of that person shall receive the payments that the deceased Eligible Claimant would have otherwise received.

Priority Hiring Relief

20. Within ninety (90) days of entry of the Decree, the Commission will send out a Notice of Settlement to all Eligible Claimants pursuant to Paragraph 13(a) of this Decree only, requesting that each such Eligible Claimant provide the EEOC with the following information: (a) whether the individual is still interested in employment with PJAX in a driver or dockworker position; (b) a list of the Eligible Claimant's current qualifications; and (c) the geographic location(s) at which the Eligible Claimant will accept employment. Within ninety (90) days after the Commission mails the Notice of Settlement to Eligible Claimants, it will provide PJAX with the names of those individuals that the EEOC contends should be given "priority hiring consideration" as defined in Paragraph 21 of this Decree. PJAX will place each individual on a Job Offer List with those other Eligible Claimants expressing interest in employment in the same geographic area. On each Job Offer List, PJAX may rank each Eligible Claimant in order of its preference for hire. When a job vacancy for a driver or dockworker position becomes available, PJAX will consult the Job Offer List for the applicable geographic area and will make a written offer of employment to the highest ranked Eligible Claimant on the list. Eligible Claimants will have one (1) week from receipt of the written offer to accept the job offer. Those Eligible Claimants who are made job offers but decline them shall be removed from the Job Offer List and PJAX will have no further obligation to make offers of employment to them pursuant to the "priority hiring consideration" provisions of the Decree, but must treat them nondiscriminatorally regarding any future applications for employment.

21. As used in Paragraph 20 and elsewhere in this Decree, "priority hiring consideration" refers to PJAX's obligation pursuant to this Decree to make offers of employment for driver and dockworker positions to female Eligible Claimants as defined in Paragraph 13(a) of this Decree who presently meet the Priority Hiring Criteria set forth in Attachment B at time of hire. For purposes of this priority hiring consideration provision, an Eligible Claimant as defined in Paragraph 13(a) of this Decree shall be entitled to priority hiring consideration if the individual meets the Priority Hiring Criteria set forth in Attachment B at time of hire. PJAX and the EEOC shall use their best efforts to resolve any dispute as to whether an Eligible Claimant identified pursuant to Paragraph 13(a) of this Decree presently meets the Priority Hiring Criteria set forth in Attachment B. Unresolved disputes in this regard shall be resolved in accordance with paragraphs 31 through 33 of this Decree. After determining that an Eligible Claimant remains interested in employment and meets the Priority Hiring Criteria set forth in Attachment B for employment in a driver or dockworker position, PJAX will place the qualified Eligible Claimant on a "Job Offer List" according to her stated geographic preference for employment. As vacancies for driver or dockworker positions arise at any of PJAX's terminals and facilities nationwide, PJAX will make offers of employment to qualified Eligible Claimants from the Job Offer List in the applicable geographic area before considering the application of any other individual applying for a driver or dockworker position.

22. The "priority hiring consideration" provisions of this Decree shall not require PJAX to violate any applicable law, order, ordinance or regulation. In the event of any conflict between a provision of this Decree and a provision of federal or state law, order, ordinance or regulation, the federal or state law, order, ordinance or regulation shall govern.

23. Notwithstanding the two (2) year term of the Decree, the "priority hiring consideration" provisions in Paragraphs 20 through 22 will remain in effect until each presently qualified Eligible Claimant on a Job Offer List has been given "priority hiring consideration."

Injunctive Relief

24. PJAX, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest hereby agree to comply with the provisions of Title VII and the ADEA and agree in this Decree to be enjoined, and are enjoined, from refusing to hire female applicants for employment because of their sex and/or age and from utilizing disparate qualifications for male and female applicants.

25. In accordance with this Decree, PJAX will institute and carry out the following practices:

Within six (6) months after the date of entry of the Decree, PJAX will create a Human Resources Specialist Position. The incumbent in this position will have a professional background in the field of human resources and will be responsible for, inter *alia,* ensuring that PJAX's hiring practices are compliant with Title VII, the ADEA and the ADA and, with an emphasis on promoting employment opportunities for females in the traditionally male jobs of driver and dockworker. Upon its selection of the incumbent for this position, PJAX will notify the Commission who the selectee is and provide a summary of the selectee's professional experience. If the incumbent changes during the duration of this Decree, PJAX will notify the Commission and identify the new incumbent when that individual is selected. At a minimum, the incumbent(s) of this position will have authority to take adequate measures to achieve the following goals at PJAX's headquarters and throughout its facilities nationwide:

1) development of defined, uniform, objective, job-related qualifications for the positions of driver and dockworker;

2) recruitment and hiring of drivers and dockworkers without regard to sex or age;

3) implementation of job announcement and other recruitment procedures;

4) implementation of objective, defined, uniform, and published procedures for hiring;

5) implementation of defined and consistent job application, record-keeping, and records retention procedures, including the development and retention of applicant flow data; and

6) implementation of the Priority Hiring Relief provisions of this Decree as set forth in Paragraphs 20 through 23 of the Decree.

26. PJAX, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest hereby agree to comply with the provisions of the ADA and agree in this Decree to be enjoined, and are enjoined, from unlawfully issuing to applicants pre-employment medical questionnaires and from soliciting medical information from applicants in the pre-employment stage.

27. PJAX, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest hereby agree to be enjoined, and are enjoined, from retaliating against any employee for protesting or challenging PJAX's employment practices under Title VII, the ADEA, and the ADA. Particular reference is made to the following provisions:

> It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment . . . because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

Title VII, Section 704(a).

> It shall be unlawful for an employer to discriminate against any of his employees or applicants for employment ... because such individual ... has opposed any practice made unlawful by this section, or because such individual ... has made a charge, testified,

> assisted, or participated in any manner in an investigation, proceeding, or litigation under this chapter.

ADEA, Section 623(d).

> No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

ADA, Title I, Section 503.

Quarterly Reports

28. Beginning on the first day of the quarter (October, January, April, or July) immediately following the entry of the Decree and continuing on the first day of each quarter thereafter throughout the duration of the Decree, PJAX will submit to the Commission's Baltimore District Office a quarterly report, detailing its activities with respect to the nationwide recruitment and hiring of employees, both male and female, for the positions of driver and dockworker, along with its progress in meeting the goals outlined above. As part of this submission, PJAX will provide copies of any written offers of employment that were made during the quarter to Eligible Claimants pursuant to the "priority hiring consideration" provisions of this Decree. Additional information provided should include the details of the offer of employment, i.e., date of offer, position offered, and geographic location of position, and whether the offer of employment was accepted or rejected by the Eligible Claimant. In addition to furnishing the above-referenced reports, PJAX agrees that the EEOC may monitor compliance with the Consent Decree throughout the duration of the Decree by inspecting PJAX's premises/facilities/terminals and records, upon two (2) full business days advance notice, and by interviewing employees at reasonable times. PJAX agrees to make available for inspection and copying any records reasonably related to the implementation of this Decree upon notice by the

EEOC. Such monitoring shall not unduly interfere with PJAX's normal business operations and procedures.

Training

29. PJAX will provide, within one hundred twenty (120) days from the date of entry of the Decree, no fewer than three (3) hours of training in federal laws prohibiting discrimination in employment for all current officers, managers, supervisors and employees responsible for recruitment, screening, and hiring of new employees. This training shall be conducted by an outside consultant or law firm approved by the EEOC, which approval shall not be unreasonably withheld. For the duration of the Decree, PJAX shall provide this same training to all newly hired officers, managers, supervisors, and employees, as set forth herein, who are responsible for recruitment, screening, and hiring of new employees. Within ten (10) business days of providing each such training session, PJAX will furnish the EEOC with a signed attendance list, the date and duration of the training, an outline of the training conducted, and a certification of completion of the mandatory training.

Notice Posting

30. Within ten (10) days after entry of this Decree, PJAX will post the Notice attached hereto as Attachment C in all places where notices to employees customarily are posted at all of its terminals and facilities nationwide, except for its Gibsonia, Pennsylvania headquarters and terminal; PJAX will post a Notice at its Gibsonia, Pennsylvania headquarters and terminal in the manner prescribed by the Consent Decree entered into between it and the EEOC in C.A. No. 03-0759. The Notice shall be posted and maintained for the duration of the Decree and shall be signed by a responsible official of PJAX with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, PJAX will ensure that new readable copies of the Notice are posted in the same manner as

heretofore specified. Within thirty (30) days of entry of the Decree, PJAX shall forward to the EEOC's Baltimore District Office, a copy of the signed Notice and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

Dispute Resolution

31. In the event that either Party to the Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining Party shall notify the alleged non-complying Party in writing of such alleged non-compliance and afford the alleged non-complying Party thirty (30) business days to remedy the alleged non-compliance or to satisfy the complaining Party that the alleged non-complying Party has complied. If the alleged non-complying Party has not remedied the alleged non-compliance or satisfied the complaining Party that it has complied within thirty (30) business days, the complaining Party may apply to the Court for appropriate relief.

32. In the event any dispute or question arises as to the interpretation or implementation of this Decree, the Parties shall attempt, in good faith, to resolve such dispute or question informally within thirty (30) business days. If the Parties are unable to resolve the dispute or question, the issue shall be submitted to the Court for final decision.

33. The Parties agree that the Court shall retain jurisdiction over this Decree in order to enforce its provisions.

Other General Provisions

34. In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure.

35. PJAX shall pay all the administrative and/or other costs associated with its obligations under this Decree, including the payment of monetary relief, recruiting and hiring a human resources specialist, and providing training as set forth herein.

36. This Decree shall be filed in the United States District Court for the District Court of Maryland.

37. The Commission and PJAX shall bear their own costs and attorneys' fees for this lawsuit.

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38 The case shall be and hereby is dismissed with prejudice, subject to this Court's jurisdiction to enforce the provisions of this Consent Decree.

The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Consent Decree.

FOR DEFENDANT, PJAX, INC.

COHEN & GRIGSBY, P.C.

James B. Brown

W. Scott Hardy

11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222
(412) 297-4900

Dated: November 20, 2003

FOR PLAINTIFF:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

/s/
Gerald S. Kiel, Regional Attorney

/s/
Debra M. Lawrence, Supervisory Trial Attorney

City Crescent Building
10 South Howard Street, 3rd Floor
Baltimore, MD 21201
(412) 962-3932

Dated: November 20, 2003

Approved by the Court this 24th day of November, 2003.

J. Frederick Motz
United States District Judge

2003 NOV 24 P 12: 23
BALTIMORE
DEPUTY

ATTACHMENT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	
v.	)	CIVIL ACTION NO. JFM-03-cv-01535
PJAX, INC.,	)	
Defendant.	)	

RELEASE

For and in consideration of the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission and PJAX, Inc., in Civil Action No. 03-cv-01535 (N.D. Md.) I, **(Eligible Claimant's Name)**, do hereby waive, remit, release and forever discharge PJAX, Inc., its subsidiaries, affiliates, and assigns, and all of its officers, directors, agents, and employees, and all persons, partnerships, corporations or other entities who might be claimed to be jointly or severally liable with it, from the claims, demands, and causes of action which were asserted in the Complaint in EEOC v. PJAX, Inc., Civil Action No. 03-cv-01535 (N.D. Md.), and and/or were asserted, investigated, raised, or otherwise encompassed in EEOC Charge No. 120A00300 and/or the EEOC's June 25, 2002 Letter of Determination and its August 15, 2002 Letter of Determination. Specifically, this release constitutes a complete and final settlement and resolution of all claims of sex discrimination that were asserted by the EEOC in this action under Title VII, arising from January 1, 1997 through the date of the date of this Release.

I further warrant that this Release is freely executed in return for the consideration set forth in the above-referenced Consent Decree and that I am legally competent to execute this Release and accept full responsibility therefor. I understand that this Release is given in compromise of a disputed claim, and is therefore not to be construed as an admission of liability on the part of PJAX, Inc.

_____(SEAL)

STATE OF _____)
) ss:
COUNTY OF _____)

On this, the _____day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person who executed the same as his/her free act or deed.

_____
Notary Public

My Commission expires:

_____

ATTACHMENT B

Priority Hiring Criteria for Employment Eligibility

PRE-OFFER:

1. At least eighteen (18) years of age for dockworker and twenty-three (23) years of age for driver.
2. High school diploma or equivalent.
3. Completion of employment application and related documents.
4. Availability for schedule/hours of position.
5. Sufficiently conversant in English to read and understand bills of lading and shipping labels.
6. Ability to regularly lift and carry fifty (50) pounds.
7. Clean criminal history background check.
8. Ability to operate a powered industrial truck.

POST-OFFER:

1. Successful completion of skills and knowledge test regarding operation of a powered industrial truck pursuant to 29 CFR §1910.178(l).
2. Successful completion of hazardous materials training and testing pursuant to 49 CFR §172.700-704 and 29 CFR §1910.120.
3. Satisfactorily passes post-offer medical examination, including substance abuse testing.

ADDITIONAL REQUIREMENTS FOR DRIVERS:

PRE-OFFER:

1. Possesses a current, valid Commercial Driver's License, and, where required for position, double/twins endorsement. Also, no individual will be considered unless they have a hazardous materials endorsement.
2. Satisfactory MVR/safety record and no history of DUI or related offenses.
3. Satisfactory results of inquiry pursuant to 49 CFR Part 391.23.
4. Satisfactory results of inquiry in conformity with 49 CFR §§382.405, 382.413 and 40.25.
5. Satisfactory Certificate of Compliance pursuant to 49 CFR Parts 383, 391 and 392.
6. At least two (2) years of applicable, relevant driving experience.

POST-OFFER:

1. Successful post-offer completion of road test pursuant to 49 CFR Part 391.31.

ATTACHMENT C

NOTICE

This notice is being posted as part of the resolution of *EEOC v. PJAX, Inc.*, Civil Action Number 03-cv-03515 (D. Md.). The EEOC brought this action enforce provisions of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, which prohibits discrimination on the basis of sex, age and disability. PJAX, Inc. fully supports and will comply with these statutes in all respects. It will not engage in any employment practice which operates to deny equal employment opportunities in violation of these statutes.

Under Section 703(a) of Title VII of the Civil Rights Act of 1964, it is unlawful for an employer "to fail or refuse to hire ... any individual ... because of such individual's ... sex ...."

Under Section 623(a)(1) of the Age Discrimination in Employment Act, "it shall be unlawful for an employer to fail or refuse to hire .. any individual ... because of such individual's age.

Under Section 102 of Title I of the Americans with Disabilities Act ("ADA"),

> No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

WE WILL NOT engage in any acts or practices made unlawful by the above sections.

WE WILL NOT discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful by any of the above provisions.

WE WILL conduct our hiring practices without regard to an employee's sex and ensure that females are given equal encouragement and opportunities to assume the positions of driver and dockworker.

PJAX, INC.
(Employer)

Dated: _____ _____
(Representative)(Title)