

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

LEACHGARNER, INC. d/b/a  
“LEACHGARNER, A BERKSHIRE  
HATHAWAY COMPANY,”

Defendant.

Civil Action No. 23-11014-JEK

**I. NATURE OF THE ACTION**

1. Plaintiff, U.S. Equal Employment Opportunity Commission (“EEOC”), filed this action alleging that Defendant LeachGarner, Inc., d/b/a “LEACHGARNER, A BERKSHIRE HATHAWAY COMPANY” (“Defendant” or “LeachGarner”), violated Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, and the Equal Pay Act of 1963 (“EPA”), and seeking to correct unlawful discrimination on the basis of sex and to provide appropriate relief for affected female employees. Specifically, the EEOC alleged that Defendant engaged in a pattern or practice of discrimination against female employees based on sex for production positions at its Attleboro, Massachusetts facility by segregating jobs by sex and by paying female production workers less than male production workers despite performing similar and comparable manufacturing work. EEOC further alleges that Defendant violated the EPA by paying female production workers less than male production workers who worked within the same or comparable job titles.

2. The EEOC and Defendant (collectively, the “Parties”) have agreed that this action should be resolved by entry of this Consent Decree (“Decree”). The Parties, therefore, hereby

stipulate and consent to the entry of this Decree as final and binding on the Parties, as defined below. The Parties have agreed that this Decree may be entered into without findings of fact and conclusions of law having been made or entered by the Court.

3. In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the Parties agree as follows, this Court finds appropriate, and it is therefore ORDERED, ADJUDGED, AND DECREED that:

## **II. GENERAL PROVISIONS**

4. The EEOC and Defendant desire to settle this action, and therefore stipulate and consent to entry of this Decree as final and binding between the Parties.

5. The Decree resolves all issues that were raised in the EEOC's Complaint and in Charges of Discrimination Nos. 523-2018-00195 and 523-2017-00256, which served as jurisdictional prerequisites in this case. This Decree in no way affects the EEOC's right to process any pending or future charges that may have been or will be filed against Defendant and to commence civil actions on any such charges.

6. The EEOC and Defendant agree that this Court has jurisdiction over the subject matter of this litigation and the Parties, venue is proper, and all administrative prerequisites have been met. No Party will contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms. The terms of this Decree represent the full and complete agreement of the Parties.

7. Decree Definitions:

- a. "LeachGarner" or "Defendant" means LeachGarner, Inc., d/b/a "LEACHGARNER, A BERKSHIRE HATHAWAY COMPANY," predecessors, successors, assigns, employees, agents, owners, members,

and management, and any other entity with which Defendant may merge or consolidate.

- b. The “EEOC” is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government charged with administering, interpreting, and enforcing Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, and the Equal Pay Act of 1963 (“EPA”).
- c. “Parties” means the Defendant and the EEOC.
- d. “Consent Decree” or “Decree” means this order.
- e. “Eligible Claimant” means any person entitled to monetary relief under this Decree.
- f. “Court” refers to the United States District Court for the District of Massachusetts.
- g. “Day” or “Days” means calendar days and includes weekends and holidays, unless otherwise indicated.
- h. “Effective Date” means the date this Consent Decree is docketed by the Clerk of the Court after it is signed by and/or receives approval from the Court.
- i. “Pay” or “pay rate” will encompass the meanings given to the terms “Wages” or “Wage,” and “Compensation” under the EPA and Title VII, respectively.

8. If Defendant engages in any sale or transfer of its business or a significant portion of its assets to any third-party, it will provide written notice of this lawsuit and a copy of the Complaint and this Decree thirty (30) days in advance of any such sale or transfer to the

purchaser of its business or a significant portion of its assets, and to any successors, assigns, subsidiaries, or affiliates, including any entity with which Defendant will merge or consolidate. Defendant will contemporaneously provide written notice to the EEOC of any such sale or transfer.

9. This Decree and its terms apply to the LeachGarner facility located in Attleboro, Massachusetts, except as otherwise noted.

10. This Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. Except as otherwise provided in this Decree, no waiver, modification, or amendment of any provision of this Decree will be effective unless the Parties agree to it in writing and it is approved or ordered by the Court.

11. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the Parties. The provisions of this Decree which are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect, and the Parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

12. A breach of any term of this Decree will be deemed a material and substantive breach, subject to enforcement in Court. This Decree will be construed by this Court under federal law.

13. In the event that the EEOC reasonably believes that Defendant has failed to comply with any provision(s) of the Decree, the EEOC will notify Defendant, and Defendant

must make a good faith attempt to cure any breach of the Decree within twenty-one (21) days of notification. Following that twenty-one (21) day period, if the EEOC still reasonably believes that Defendant has failed to comply with the provision(s) of the Decree identified, the EEOC shall have the right to seek Court intervention.

14. Except as otherwise provided for in this Decree, all notifications, reports, and communications to the Parties required under this Decree will be made in writing and will be sufficient as emailed, hand-delivered, or sent by certified, registered, or overnight mail to the following persons (or their designated successors):

For the EEOC:           Katie N. Linehan  
EEOC Boston Area Office  
15 New Sudbury Street, Room 475  
Boston, MA 02203  
katie.linehan@eeoc.gov

Renay M. Oliver  
EEOC New York District Office  
33 Whitehall Street, 5th Floor  
New York, New York 10004  
renay.oliver@eeoc.gov;

and decreemonitor.nydo@eeoc.gov

For Defendant:       Dave Meleski  
President, Chief Executive Officer  
Richline Group, Inc.  
1385 Broadway  
New York, NY 10018  
Dave.meleski@richlinegroup.com

Richard J. Mrizek  
150 N. Michigan Ave., Suite 2500  
Chicago, IL 60601  
Richard.mrizek@jacksonlewis.com

Any Party may change such addresses or designees by written notice to the other Parties setting forth new information for this purpose.

15. When this Decree requires a certification by Defendant of any fact(s), such certification shall be made under oath or penalty of perjury by an owner, officer, or management employee of Defendant to the best of such owner's, officer's, or management employee's knowledge, information, and belief.

### **III. INJUNCTIVE RELIEF**

16. Defendant, its managers, officers, agents, and any other person or entity acting on behalf of Defendant, is hereby enjoined and restrained, for the duration of this Decree, from any and all conduct violating the EPA or Title VII by:

- a. Discriminating against employees or applicants because of their sex regarding job opportunities, job assignments and compensation;
- b. Engaging in any employment practice that results in a pay rate for one or more female employees that is less than the pay rate for one or more male employees for jobs that require comparable levels of skill, effort, and responsibility and which are performed under similar working conditions, unless Defendant can show that the practice is based on a seniority system or a job-related factor other than sex, including education, experience, training, and/or ability related to the job; and
- c. Retaliating against any employee or applicant who: (1) has filed any charge of discrimination with the EEOC; (2) has participated in this or any other investigation or litigation by the EEOC; (3) has assisted with this or any other investigation or litigation by the EEOC; (4) has sought or received monetary or nonmonetary relief as a result of this or any other investigation or litigation by the EEOC; or (5) otherwise engages in protected activity under the EPA or Title VII.

#### **IV. POSTING OF NOTICE OF LAWSUIT AND RESOLUTION**

17. Within thirty (30) days of entry of this Decree, Defendant will conspicuously post and maintain a “Notice of Lawsuit and Resolution” (attached as Exhibit A) in all prominent places where employee notices are posted.

- a. Defendant will certify in writing to the EEOC that this Notice of Lawsuit and Resolution was posted within fourteen (14) days after the Notice has been posted pursuant to this provision.
- b. On an annual basis beginning six (6) months after the entry of this Decree, and for the duration of this Decree, Defendant will certify in writing to the EEOC that it has maintained the posting of the Notice of Lawsuit and Resolution in accordance with the above terms.

#### **V. ANTI-DISCRIMINATION POLICY AND PROCEDURES**

18. Within thirty (30) days of the entry of this Decree, Defendant will adopt and maintain anti-discrimination policies and complaint procedures for complaints of discrimination in the payment of wages and job assignments based on sex (“Policy”), setting forth Defendant’s commitment to equal opportunity in all aspects of employment. The Policy shall, at a minimum:

- a. State that LeachGarner is committed to equal pay for all employees who perform jobs requiring comparable levels of skill, effort and responsibility, and who work under similar working conditions regardless of sex, except where pay is determined pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other job-related factor other than sex, including education, experience, training, and/or ability.

- b. Identify the federal statutes that protect workers from discrimination and harassment, with an explanation that the EPA and Title VII prohibit discrimination in pay based on sex.
- c. State that LeachGarner prohibits pay discrimination based on sex.
- d. State that LeachGarner will not make pay or job assignment decisions based on assumptions or stereotypes about applicants and employees based on their sex but on qualifications and experience.
- e. State that LeachGarner will not prohibit employees from discussing their salaries and/or rates of pay.
- f. State that pay for positions and titles are based on market conditions and levels of skills, effort, and responsibility for positions which are performed under similar working conditions, and provide pay bands for non-managerial job categories.
- g. Explain how employees may report discrimination in pay or job assignments based on sex internally within LeachGarner, with the EEOC, and any state or local fair employment practices agency whose jurisdiction Defendant operates within.
- h. State that anyone who engages in retaliation will be disciplined, up to, and including, discharge.
- i. State that, upon receipt of a complaint of sex discrimination, including based on pay, LeachGarner will promptly conduct a fair and thorough investigation of the complaint. Specifically, LeachGarner will:
  - i. document the complaint;

- ii. investigate the complaint;
- iii. provide a response to the employee or applicant that summarizes the investigation and findings once completed; and
- iv. where the complaint is substantiated, develop and initiate a corrective action plan.

19. Within thirty (30) days of implementing this Policy, and annually thereafter for the duration of the Decree, LeachGarner must provide the EEOC with the Policy.

20. Within thirty (30) days of the entry of this Decree and for the duration of the Decree, Defendant will:

- a. Make this Policy available, in both English and Spanish, on the HR/payroll application Defendant uses to provide human resource information or policies to applicants or employees;
- b. Send an email to all employees with a link to the Policy noting that it has been updated and includes a new employee complaint procedure. Defendant will certify in writing to the EEOC that it has done so within thirty (30) days of entry of this Decree.
- c. To the extent not already provided, Defendant will provide all new employees with the Policy, in paper form, via email as an attachment, or via link to the company's internal database within seven (7) days of the commencement of their employment.
- d. Prior to using the services of any third-party staffing agency during the duration of this Decree, Defendant shall provide the Policy to the agency and request that it

share both English and Spanish copies of the Policy with any individuals that are seeking employment at Defendant.

21. Six (6) months after the entry of this Decree and annually for the duration of the Decree, Defendant will certify in writing to the EEOC that it has made and continues to make the Policy available on its intranet portal and has provided the Policy in accordance with the above terms.

## **VI. ANTI-DISCRIMINATION TRAINING**

22. Defendant will engage and retain a qualified trainer or training program that is independent and has relevant subject matter expertise in anti-discrimination laws (“SME Trainer”) to provide the training required by this Decree.

- a. Within thirty (30) days of entry of this Decree, Defendant shall submit, for the EEOC’s approval, the name of its proposed SME Trainer along with information regarding the SME Trainer’s relevant background and experience, which approval shall not unreasonably be withheld or delayed.
- b. In the event the EEOC does not approve Defendant’s proposed SME Trainer, Defendant will have fifteen (15) business days to identify an alternate SME Trainer. The EEOC will then have five business (5) days from the date it receives the information described above to approve or reject the alternative trainer.
- c. If the Parties cannot agree on an SME Trainer through this process, they may seek the Court’s assistance. If the SME Trainer is replaced for any reason during the duration of this Decree, a new trainer shall be selected following the procedure described in this Paragraph.

23. Within sixty (60) days of the entry of this Decree and annually thereafter for the duration of this Decree, the approved SME Trainer will provide Defendant's employees with interactive training on federal laws prohibiting discrimination in employment. The training will be tailored to each category of Defendant's employee to contain the following components:

- a. All employees with human resources, supervisory, or management duties will complete no fewer than two (2) hours of interactive training on federal laws prohibiting discrimination in employment, including topics with an emphasis on the prevention of sex-based discrimination and discrimination in pay and job assignments;
- b. All other employees will complete no fewer than one (1) hour of interactive training on federal laws prohibiting discrimination in employment, including topics with an emphasis on the rights of employees in respect to sex-based discrimination in pay and job assignments;
- c. Newly-hired employees or employees that acquire human resources, supervisory, or management duties will be given the applicable training specified under this section within fourteen (14) days of their start date in that position.

24. The trainings described in this section will, at a minimum, include the following topics and information:

- a. Provide and explain the purpose and fundamentals of federal anti-discrimination laws, with an emphasis on the EPA and Title VII prohibitions of sex discrimination, including discrimination in pay and job assignments;

- b. Provide examples of discrimination, including pay and job assignment discrimination;
- c. Provide examples of protected activity and examples of retaliation;
- d. Discuss employees' rights under the EPA and Title VII;
- e. Discuss LeachGarner's responsibilities under the EPA and Title VII;
- f. Discuss procedures for reporting discrimination, harassment, and retaliation at LeachGarner; and
- g. Describe how to report discrimination, harassment and retaliation to the EEOC and any state or local fair employment practices agencies with jurisdiction over the employees' work site.

25. Within thirty (30) days of the completion of each annual training required by this Decree, Defendant shall provide the EEOC a certification that the training has taken place. The certification will include:

- a. A list of all employees, by name and title, who completed the training;
- b. A statement that all required employees attended the training sessions, or, if an employee did not receive training as required under this Decree, Defendant's certification shall provide employee's name, job title, facility, and the anticipated date that they will receive training; and
- c. An attachment with copies of all training materials used during each training session.

**VII. EQUAL OPPORTUNITY IN HIRING, ASSIGNMENT, AND COMPENSATION PRACTICES**

26. Within one hundred eighty (180) days of the entry of this Decree, Defendant shall evaluate its existing hiring, job assignment, and compensation practices and take steps to ensure

that these practices promote equal employment opportunity in the workplace, are based on legitimate, job-related criteria, and do not cause violations of Title VII or the EPA with respect to hiring, job assignment, or compensation.

27. Within one hundred eighty (180) days of the entry of this Decree, Defendant shall provide an initial report (“Initial Report”) to the EEOC summarizing its evaluation, including:

- a. The steps Defendant took to conduct the evaluation required by this section of the Decree, including the industry or other standards and any sources of expertise that Defendant utilized to conduct its analysis;
- b. The identity and qualifications of any subject matter experts that Defendant engaged to assist with the evaluation required by this section of the Decree, and any analyses or reports produced by such experts in connection with the evaluation required by Paragraph 26;
- c. A summary of any statistical analysis that Defendant conducted (or conducted at Defendant’s request) to evaluate its hiring, job assignment, and compensation practices, and, if no statistical analysis was used, how Defendant verified that its practices promote equal employment opportunity and are in compliance with Title VII and the EPA;
- d. Any steps that Defendant has decided to take with respect to its hiring, job assignment, or compensation practices in light of its evaluation (or otherwise), to ensure that hiring, job assignment, and compensation decisions are made based on lawful, job-related criteria, and that applicants have a fair opportunity to become aware of and apply for job opportunities at Defendant for which they are qualified.

- e. A certification that the information set forth in the report is accurate.

### **VIII. MONITORING AND REPORTING**

28. The EEOC may review Defendant's compliance with the provisions of this Decree. As part of its review, with at least five (5) business days' prior written notice, the EEOC may inspect Defendant's facility, interview employees, and examine documents related to the terms of this Decree. With at least five (5) business days' prior written notice, Defendant will make employees available to the EEOC and shall permit non-management employees to speak confidentially with the EEOC for purposes of verifying compliance with this Decree. Upon EEOC's written request to Defendant, Defendant will provide electronic copies of records to the EEOC that are reasonably relevant to verifying compliance with this Decree, including copies of any records Defendant is required by this Decree to keep.

29. Within six (6) months of the entry of this Decree, and on each anniversary of the entry of this Decree for the duration of the Decree, Defendant will provide a written report to the EEOC with information regarding any oral or written complaints of discrimination based on sex from employees or applicants that were received, pending, or closed since the entry of this Decree, unless already addressed in an earlier report. A final report shall be due thirty (30) days prior to the expiration of this Decree. Each report will include the name of the complainant, a summary of the complaint, to whom the complaint was made, the affected department, the status of any investigation, any findings or conclusions, and any remedial action taken by Defendant.

30. Within forty-five (45) days of each anniversary of the entry of this Decree for the duration of the Decree, and to the extent not previously addressed in any Initial Report or other reporting requirement set forth in this Decree, Defendant, will produce an annual report ("Annual Report") to the EEOC. A final report shall be due thirty (30) days prior to the expiration of the Decree. The Annual Report will include the following:

- a. A statement that Defendant has complied with all terms and conditions of the Decree or, if it has not, explaining why and how it will remedy its failure to comply.
- b. A description of any changes to Defendant's policies and practices with respect to its efforts to eliminate and prevent discrimination in hiring, job assignment, and compensation (other than those already described in the Initial Report or any previous Annual Report).
- c. All materials related to reports and complaints of discrimination regarding compensation or job assignment based on sex or a certification that Defendant received no such complaints or reports that were not already included in a prior Annual Report;
- d. All non-privileged materials related to investigations and resolutions of reports and complaints of discrimination regarding compensation or job assignment based on sex (and a list of any such materials withheld on the basis of privilege) or a certification that Defendant received no such complaints or reports that were not already included in a prior Annual Report.

#### **IX. RECORDKEEPING REQUIREMENTS**

31. LeachGarner must preserve and maintain all materials, electronic or otherwise, that are relevant to its obligations under and compliance with this Decree.

32. LeachGarner must comply with the recordkeeping and reporting requirements under federal law, including those contained in Title VII and in the regulations promulgated by the EEOC. The express recordkeeping and reporting obligations imposed by this Decree do not

constitute any waiver or obviation of the recordkeeping and reporting requirements imposed by federal law.

33. During the duration of this Decree, Defendant shall keep electronic records of the following information for each individual Defendant employs at any time during the duration of this Decree:

- a. Name, home address, telephone number, email address, and any employee number (or other identifier sufficient to uniquely identify the individual);
- b. Sex;
- c. Dates of employment for each job held at Defendant;
- d. Job and department information, including job title, job family or grouping, and job level;
- e. Pay information, including rate(s) of pay, pay grade, and hours worked (including overtime or other premium hours and rates),
- f. Performance ratings;
- g. Any other information Defendant uses to determine job assignments or compensation; and
- h. Date of birth.

#### **X. MONETARY RELIEF**

34. **Class Fund.** Within thirty (30) days of entry of this Decree, Defendant will create a class fund by depositing \$2,800,000 into a segregated, interest-bearing Qualified Settlement Fund under Section 468(b) of the Internal Revenue Code (“Class Fund”). Defendant acknowledges that this amount is a debt owed to and collectible by the United States. Within five (5) business days of creating the Class fund, Defendant will provide the EEOC with notice and proof of its establishment.

35. **Claims Administrator.** The Class Fund and payments from the Class Fund will be administered by Rust Consulting (“The Claims Administrator”). Defendant will be solely liable for the Claims Administrator’s expenses, which Defendant shall pay within thirty (30) days of receiving an invoice from the Claims Administrator. This liability is separate and in addition to Defendant’s payment to the Class Fund. Defendant shall be permitted to use any interest earned from the Claims Fund to offset any expenses associated with the Claims Administrator.

36. **Female Employee List.** Within fifteen (15) days of the entry of this Decree, Defendant will provide the EEOC and the Claims Administrator a list, in a sortable, .xls or .csv electronic format of all female production workers employed at Defendant’s Attleboro, MA location at any point in time between January 1, 2017 to the present (“Female Employee List”) with the following information in separate columns for each individual listed:

- a. First name;
- b. Last name;
- c. Any known alternative names;
- d. Social Security Number;
- e. Date of hire;
- f. Last day of employment;
- g. Starting job title;
- h. Most recent job title;
- i. Starting pay rate;
- j. Most recent pay rate;
- k. Last known home address;

- l. Last known telephone number; and
- m. Last known email address.

37. **Updated Female Employee List.** Within thirty (30) days of receiving the Female Employee List, the Claims Administrator shall:

- a. Conduct database searches using Accurant or similar system to find up-to-date contact information for each individual listed on the Female Employee List;
- b. Create an Updated Female Employee List that includes any additional, more recent contact information for each individual listed on the Female Employee List; and
- c. Meet with the EEOC to discuss next steps and timelines for provisions listed below and provide the EEOC with the Updated Female Employee List.

38. **Notice of Settlement and Questionnaire.** At a time or times of the EEOC's choosing and in coordination with the Claims Administrator, the Claims Administrator shall:

- a. Issue, via electronic and hardcopy means, to each individual listed on the Updated Female Employee List a Notice of Settlement and Questionnaire, which shall be drafted and provided to the Claims Administrator by the EEOC;
- b. Track the receipt and return of completed Questionnaires;
- c. For all undeliverable Notices of Settlement and Questionnaires, conduct searches to identify alternative contact information and, if such information is available, re-issue the Notices of Settlement and

Questionnaire;

- d. Provide the EEOC with electronic copies of returned Questionnaires; and
- e. Review all returned Questionnaires and, applying criteria and guidance provided by the EEOC, recommend to the EEOC which individuals should receive money from the Class Fund and compute allocation amounts.

39. The EEOC shall have the sole discretion to make final eligibility determinations of individuals to receive money from the Class Fund (“Eligible Claimants”) and the specific amounts to be awarded to each Eligible Claimant (“Class Fund Award Amount”).

40. **Notice of Award and Limited Release Form.** At a time or times of the EEOC’s choosing and in coordination with the Claims Administrator, the EEOC shall provide the Claims Administrator with the names of Eligible Claimants and their respective Class Fund Award Amounts. Within fifteen (15) days of receipt of receiving this information, the Claims Administrator shall issue each Eligible Claimant, via trackable mail or, with the consent of the Eligible Claimant, trackable electronic means:

- a. A completed Notice of Award, a template of which will be provided to the Claims Administrator by the EEOC;
- b. A Limited Release Form (attached as Exhibit B); and
- c. A self-addressed and pre-stamped return envelope, if sent via trackable mail.

41. **Issuance and Tracking of Class Fund Checks.** Within fifteen (15) days of receiving an Eligible Claimant’s signed Limited Release Form, the Claims Administrator shall send the Eligible Claimant, via trackable mail or, with the consent of the Eligible Claimant,

trackable electronic means, a check from the Class Fund for the Eligible Claimant's total Class Fund Award Amount, and all corresponding IRS Forms (i.e., IRS Forms 1099 and W-2). The Claims Administrator shall make all required withholdings for applicable federal, state, and local income taxes and the Eligible Claimants share of federal payroll taxes, as necessary. The Claims Administrator shall track the delivery and depositing of all Class Fund checks.

42. Defendant will be responsible for any tax obligation Defendant incurs from the payment of an Eligible Claimant's Class Fund Award Amount, including the Defendant's share of federal payroll taxes, and such payments shall not be made from the Class Fund.

43. Within fifteen (15) days of receipt, the Claims Administrator shall provide the EEOC and Defendant with electronic copies of the signed Limited Release Forms.

44. At a time or times of the EEOC's choosing, the Claims Administrator shall provide the EEOC with:

- a. Copies of all Eligible Claimants' cashed checks;
- b. Copies of all IRS forms issued to Eligible Claimants;
- c. Notification of all Eligible Claimants' uncashed or undeliverable checks;  
and
- d. A current balance of the Class Fund.

45. Under no circumstances shall any portion of the Class Fund revert to Defendant. If any of the Class Fund remains undistributed after reasonable efforts to locate Eligible Claimants, the EEOC will direct the Claims Administrator to redistribute the remaining funds among the Eligible Claimants in amounts to be determined by the EEOC in its sole discretion.

**XI. THE EEOC'S REPORTING REQUIREMENTS UNDER IRS SECTIONS 162(f) and 6050X**

46. The 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. If the EEOC is required to do so, the EEOC will provide Defendant with a copy of the 1098-F form that it will provide to the IRS.

- a. Defendant's EIN is: 04-3034114
- b. The individual to whom the EEOC should mail a copy of the form 1098-F, if the EEOC is required to issue one is:

Richline Group, Inc.  
1385 Broadway  
New York, NY 10018  
Attn: Betty Sou, Chief Financial Officer

47. The EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code. 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. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC. The Parties 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.

**XII. SIGNATURES**

48. The signatories to this Decree represent that their signatures affixed hereto are voluntary, that they understand the obligations contained herein and that they are fully authorized to execute this Decree and to bind the Parties on whose behalf (s)he signs.

**XIII. DURATION OF THE DECREE**

49. This Decree will remain in effect for three (3) year from entry (“Duration”).

50. If any disputes under Paragraph 13 remain unresolved at the end of the Duration of this Decree, the Duration of the Decree shall be automatically extended and the Court will have jurisdiction of this matter to enforce the Decree until such time as all such disputes have been resolved.

Dated: June 3, 2026

For Plaintiff EEOC:

**Kimberly A.  
Cruz**

Digitally signed by Kimberly A.  
Cruz  
Date: 2026.06.03 17:00:50  
-04'00'

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Kimberly A. Cruz  
Regional Attorney  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
New York District Office  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004

For Defendant:



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Dave Meleski  
Chief Executive Officer  
LeachGarner, Inc.  
49 Pearl Street  
Attleboro, MA 02703

SO ORDERED this 25th day of June, 2026.

A handwritten signature in black ink that reads "Julia Kobick". The signature is written in a cursive style with a large initial "J".

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The Honorable Julia E. Kobick  
United States District Judge



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office**

**NOTICE OF LAWSUIT AND SETTLEMENT**

This Notice is being posted as part of a Consent Decree settling a lawsuit brought by the U.S. Equal Employment Opportunity Commission (“EEOC”) against LeachGarner, Inc. in the U.S. District Court of Massachusetts (Civil Action No. 23-11014).

The EEOC’s lawsuit alleged that LeachGarner violated Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, and the Equal Pay Act of 1963 (“EPA”) when it engaged in a pattern or practice of sex discrimination against female production employees by segregating jobs by sex and by paying female production workers less than male production workers despite performing similar and comparable manufacturing work. LeachGarner has denied those allegations. Nevertheless, Leach Garner entered into a settlement, which requires it to post this notice, provide a settlement to redress harms to aggrieved individuals, and implement policy changes that ensure transparency in pay, job assignments based on an employee’s qualifications, and equal pay for comparable work.

Under federal law, your employer cannot discriminate against you because of your:

- Race
- Color
- Religion
- Sex (including pregnancy, sexual orientation, and sexual harassment)
- National origin
- Age (40 and over)
- Disability
- Genetic Information

Federal law also protects employees from discrimination in hiring, promotion, assignments, pay, firing, accommodation or other conditions of your employment. Your employer also cannot retaliate against you because you complained of discrimination, opposed discrimination, filed a charge of discrimination, testified, or helped with an investigation or lawsuit regarding discrimination, including discrimination based on sex.

LeachGarner will comply with these laws and will not tolerate any form of illegal discrimination in the workplace. LeachGarner will not take action against an employee because they complain about discrimination or harassment or oppose conduct made unlawful by Title VII or the EPA. Employees who make these complaints or oppose conduct they believe are unlawful are protected by law.

If you have questions or need to make a complaint of discrimination, harassment, or retaliation, you can contact the EEOC. The EEOC does not charge any fees. Contact the New York District office at:

U.S. Equal Employment Opportunity Commission  
New York District Office  
33 Whitehall Street, 5th Floor  
New York, New York 10004





**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office**

Phone: 1-800-669-4000

TTY (for hearing impaired): 1-800-669-6820 | ASL Video Phone (for hearing impaired): 1-844-234-5122

Website: <http://www.eeoc.gov>

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR DEFACED BY  
ANYONE OR COVERED BY ANY OTHER MATERIAL**

**DATE:** \_\_\_\_\_

**This notice must remain posted for three (3) years from date shown above, and must not be altered, defaced, or covered by any other material. Any question concerning this Notice or compliance with its provisions may be directed to the U.S. Equal Employment Opportunity Commission at the number listed above.**

**EXHIBIT B**

**LIMITED RELEASE FORM**

In consideration for money paid to me by LEACHGARNER, INC. (“LeachGarner”), in connection with the resolution of *U.S. Equal Employment Opportunity Commission v. LeachGarner, Inc., d/b/a “LEACHGARNER, A BERKSHIRE HATHAWAY COMPANY,”* Civil Action No. 23-11014-JEK (D. Mass.), I waive and release my right to recover for any claims I had under Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, and the Equal Pay Act of 1963 (“EPA”), that I had against LeachGarner prior to the date of this release and that were included in the claims alleged in the EEOC’s Complaint in *U.S. Equal Employment Opportunity Commission v. LeachGarner, Inc., d/b/a “LEACHGARNER, A BERKSHIRE HATHAWAY COMPANY,”* Civil Action No. 23-11014-JEK (D. Mass.).

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_