

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Civil Action No: 0:19-cv-02148 (HB)

Plaintiff,

v.

STAN KOCH & SONS TRUCKING, INC.

Defendant.

CONSENT DECREE

THE LITIGATION

1. Plaintiff U.S. Equal Employment Opportunity Commission (“Plaintiff” or “EEOC”) filed this action alleging that since at least February 2013 to January 2018, Defendant Stan Koch & Sons Trucking, Inc. (“Defendant” or “Koch”) has subjected Charging Party Alana Nelson and a class of aggrieved female job applicants and incumbent employees to a sex discriminatory physical abilities test, the CRT test developed by Cost Reduction Technologies, Inc., that resulted in those job applicants and incumbent employees being denied employment opportunities because of their sex, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*

2. On August 30, 2021, the Court ruled in EEOC’s favor at summary judgment on the issue of liability in Phase 1 of this bifurcated litigation.

3. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, Plaintiff and Defendant have agreed that the remaining issues in this action should be fully and finally resolved by entry of this Consent Decree (“Decree”).

4. This Decree fully and finally resolves any and all issues and claims arising out of the Amended Complaint filed by the EEOC in this action.

FINDINGS

5. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds that:

- (a) This Court has jurisdiction over the subject matter of this action and the parties;
- (b) The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties, Charging Party, the aggrieved individuals, and the public are adequately protected by this Decree;
- (c) This Decree conforms to the Federal Rules of Civil Procedure, Title VII, and is not in derogation of the rights or privileges of any person. Entry of this Decree will further the objectives of the Title VII and will be in the best interests of the parties, Charging Party, the aggrieved individuals, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

INJUNCTION AGAINST DISCRIMINATION

6. Defendant, its directors, officers, agents, employees, successors, assigns, and all persons acting in concert with them are hereby enjoined from using any physical abilities test for the purpose of screening for driver positions if such use has a disparate impact on female applicants, conditional hires, or employees and it cannot demonstrate (using methodology described below) that such use is job related for the position in question and consistent with business necessity.

7. Defendant, its directors, officers, agents, employees, successors, assigns, and all persons acting in concert with them are hereby enjoined from using the CRT test for the purpose of screening applicants, conditional hires, or employees for driver positions.

INJUNCTION AGAINST RETALIATION

8. Defendant, its directors, officers, agents, employees, successors, assigns, and all persons acting in concert with it are hereby enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII; filed a Charge of Discrimination under Title VII; testified or participated in any manner in any investigation, proceeding, or hearing under Title VII; or participated in any process or asserted any rights under this Decree.

REQUIREMENTS FOR THE USE OF ANY NEW PHYSICAL ABILITIES TEST

9. For the duration of this Decree, Defendant shall not use any physical abilities test for hiring for driver positions or as a condition for continued employment for driver positions, except in accordance with the following procedures:

- (a) In the event that Defendant determines that it intends to use a physical abilities test for hiring or as a condition of continued employment for driver positions, prior to implementing such test, Defendant shall conduct analyses to determine all of the following (i): whether the test will cause a statistically significant disparate impact because of sex; (ii) whether the test, including any proposed cut score(s), are job-related for the position in question and consistent with business necessity; and (iii) whether there are any alternative employment practice(s) that would cause less disparate impact because of sex.
- (b) Validation Process: Defendant shall engage the services of an expert consultant to conduct the analyses required by Paragraph 9(a) above. Such expert shall be qualified by education, training and experience to conduct the required analyses and shall apply reliable, professionally developed scientific standards. Such expert consultant shall have

sufficient education, knowledge, experience, training and skill to be qualified as an expert in one or more of the following scientific fields: (i) industrial/organizational psychology; (ii) exercise physiology or kinesiology (or for either (i) or (ii) comparable disciplines that involve assessment of physical abilities measurement techniques, the relationship between physical abilities test performance and job performance, and use of design/re-design study and techniques to reduce physical job demands); and (iii) if worker injury reduction is an organizational goal or purpose of the testing, ergonomics or comparable disciplines.

- (c) The analyses required by Paragraphs 9(a)(ii) and (iii) above, to determine whether physical abilities testing and any proposed cut score(s) are job-related for the position in question and consistent with business necessity, and whether there are any alternative employment practices that would cause less disparate impact because of sex, shall be conducted in a manner consistent with standards set forth in the Uniform Guidelines on Employee Selection Procedures, (UGESP), 29 C.F.R. Part 1607 and documented in a formal validation report in a manner consistent with the standards for documentation of validity evidence set forth in 29 C.F.R. § 1607.15.
- (d) Legal Compliance Review: Prior to implementation of any new physical abilities test, personnel in Defendant's legal department or retained counsel shall conduct a review of the analyses required by Paragraphs 9(a)-(c) above, for purposes of assessing compliance with Title VII.
- (e) Notice of Physical Abilities Test Development: At least 30 calendar days prior to Defendant beginning the analysis required by Paragraphs 9(a)-(c) above, Defendant shall provide written notice to EEOC of the following: (i) the positions for which physical

- abilities testing is to be developed; (ii) a description of the type of testing to be analyzed; (iii) a description of the organizational goal or purpose sought to be served by the physical abilities test; (iv) a summary of the validation study design and method of validation to be used in the analyses; and (v) the name, address, and curricula vitae of the expert consultant to be engaged pursuant to paragraph 9(b) above.
- (f) Validation Report Transmittal to EEOC: Not less than three (3) months prior to the date that Defendant intends to implement any physical abilities testing that was the subject of the analyses required by Paragraph 9(a)-(c) above, Defendant shall transmit to EEOC all statistical analyses of disparate impact required by Paragraph 9(a)(i) and a complete copy of the formal validation report required by Paragraph 9(c), including all tables, exhibits, and appendices.
- (g) EEOC Evaluation Period: Defendant shall refrain from implementing any physical abilities test until EEOC has been in possession of the formal validation report required to be transmitted by Paragraph 9(f) above, for not less than sixty (60) days. If this sixty (60) day period ends without EEOC invoking Paragraphs 9(h) and (i) below, the Defendant may implement the physical abilities testing at that time.
- (h) Good Faith Conferral: Defendant shall confer in good faith with EEOC and its experts regarding any physical abilities testing it intends to implement, including any concerns or recommendations that EEOC communicates to Defendant regarding (i) matters relevant to the subjects of the Notice required by Paragraphs 9 (e), (ii) the formal validation report required by Paragraph 9(c); or (iii) any other matters relevant to the testing. In addition, Defendant shall, as a condition of its expert consultant's engagement, require that the

expert consultant make themselves available for conferral with EEOC and its expert upon request by EEOC.

- (i) EEOC Compliance Review Authority: EEOC shall have the legal authority to require Defendant to promptly produce, at Defendant's expense, relevant documents (including but not limited to any data or other material reviewed or generated as part of the analyses required by Paragraphs 9(a)-(c)) and to conduct a reasonable number of interviews of Defendant's personnel (at reasonable times and places) for purposes of evaluating any physical abilities test that Defendant intends to implement. In addition, Defendant shall, as a condition of its expert consultant's engagement, require that they promptly produce relevant documents in response to any written request by EEOC.

LOCATING AGGRIEVED INDIVIDUALS

10. Within seven (7) calendar days of the entry of this Decree, Defendant shall provide EEOC with the last known contact information for each of the Aggrieved Individuals identified in **Appendix A** to this Decree or certify that it has already provided such information. Defendant shall cooperate with requests from EEOC to assist in obtaining updated contact information for the Aggrieved Individuals.

MONETARY RELIEF

11. Defendant shall pay the gross sum of **\$500,000** to be distributed to the Aggrieved Individuals identified in **Appendix A** (filed separately under seal). EEOC shall provide Defendant with instructions regarding how the monetary relief will be allocated among the listed Aggrieved Individuals. Decisions regarding the allocation of monetary relief to Aggrieved Individuals will be at the sole discretion of EEOC. EEOC will consider factors including each Aggrieved Individual's actual

or estimated length of unemployment, amount of monetary losses, and participation in the litigation when making determinations regarding allocation of the monetary relief.

12. EEOC will send a letter notifying each of the Aggrieved Individuals of the settlement, the minimum amount of monetary relief allocated to the Aggrieved Individual, and a copy of the Release attached hereto as **Exhibit A**. Any Aggrieved Individual who does not return a signed Release to EEOC within sixty (60) calendar days after the approval of this Decree by the District Court may be barred from receiving any monetary relief.

13. Within twenty-one (21) calendar days of EEOC providing copies of the Release, attached as **Exhibit A**, signed by the Aggrieved Individuals, along with instructions to Defendant for the disbursement of the monetary relief, Defendant shall cause each Aggrieved Individual to be paid the gross sum specified by EEOC as back wages, for which Defendant shall issue an IRS Form W-2 to the Aggrieved Individual. This amount may be greater than the amount specified in each Release if not all Aggrieved Individuals return a signed Release. Defendant may not deduct the employer's share of applicable taxes from the amount to be paid to the Aggrieved Individuals. Defendant shall send checks via Certified or Registered Mail or, if requested by EEOC, via electronic deposit. Contemporaneously, Defendants shall submit a copy of the check(s) to EEOC or a receipt or other record showing the electronic deposit. If requested by EEOC, Defendant shall reserve a portion of the monetary relief in a Contingency Fund, to be distributed to late-responding Aggrieved Individuals at the direction of EEOC if EEOC finds good cause for the failure to timely return a signed Release.

14. If any portion of the monetary relief is not issued and mailed to an Aggrieved Individual within the twenty-one (21) day period set forth in Paragraph 13 ("Unpaid Amount"), then for each calendar day beyond the twenty-first day that such portion remains unpaid, Defendants shall pay to the Aggrieved Individual, in the manner set forth above, an amount equal to the greater of \$50 or 0.1% of

the Unpaid Amount.

15. Koch shall inform EEOC if any checks remain uncashed after 90 days of mailing. EEOC shall have the opportunity to contact claimants whose checks have not been cashed. If any checks remain uncashed after 180 days of mailing, Koch shall make a payment in the amount of all uncashed checks to the non-profit organization, Women in Trucking. At the direction of the EEOC, Defendant shall also make a payment to Women in Trucking in the amount of any remaining balance in the Contingency Fund.

COSTS

16. Within seven (7) calendar days after approval of this Decree by the District Court, Defendant shall pay **\$11,000** to EEOC. Such payment represents reimbursement for EEOC's litigation costs in this action. Defendants shall send a check made payable to the United States Treasury via Certified or Registered Mail to the following address and provide proof of mailing/payment to EEOC.

Interior Business Center, IBC Collection Officer
c/o Equal Employment Opportunity Commission
Attention: EEOC Billings and Collections
7301 W. Mansfield Avenue
Mail Stop D 2770
Denver, CO 80235

JOB OFFERS

17. Defendant shall offer a driver position to each Aggrieved Individual listed in Appendix A who returns a signed Release and who otherwise remains qualified for a driver position based on job-relevant, non-discriminatory hiring criteria. Defendant is not obligated to make a job offer to any Aggrieved Individual who was already employed by Defendant as a driver after failing the CRT test.

18. At the same time Defendant makes the monetary relief payments pursuant to Paragraph 13, Defendant shall send a letter to each Aggrieved Individual informing her that she is being contacted about an employment opportunity because of this Consent Decree; that Defendant may not require

applicants to pass the CRT test as a condition to be hired; that if she otherwise remains qualified for and interested Defendant will offer her a driver position; and that she should contact a designated person at Defendant, for whom Defendant shall provide a name, phone number, and email address, to express her interest in a position and to arrange for completing or updating any application materials as necessary.

19. If any letters required by Paragraph 18 are returned to Defendant as undeliverable, Defendant will re-send the letter to any new address provided by the U.S. Postal Service. If no forwarding address is provided, Defendant shall attempt to locate a current address and shall notify EEOC that a letter was returned and permit EEOC to attempt to locate a current address to provide to Defendant. Defendant shall re-send a letter to any new mailing address or email address located by it or EEOC.

20. Within ninety (90) days of entry of the Decree, Defendant shall submit a report to EEOC identifying the Aggrieved Individuals to whom it sent letters; indicating whether delivery was completed as evinced by non-return of the letter or other indicia of successful delivery; identifying the Aggrieved Individuals who contacted Defendant regarding employment; identifying the Aggrieved Individuals to whom Defendant offered employment, the position offered, the date of the offer, whether the offered was accepted or rejected, and the start date of employment; identifying the Aggrieved Individuals to whom Defendant declined to offer employment or revoked an offer of employment and the reason(s) for declining or revoking an offer.

TRAINING

21. No later than sixty (60) calendar days after approval of this Decree by the District Court, Defendant shall train all of its managers, human resources, and legal personnel regarding the rights of

employees under Title VII and Title VII's protection from retaliation. The training shall be at least sixty (60) minutes in duration and may be administered in-person, remotely, or via a computer module.

22. No later than sixty (60) calendar days after implementing any new physical abilities test pursuant to the procedures described in Paragraph 9 above, Defendant shall provide training to all employees involved in the hiring process or administration of the physical abilities test regarding Title VII's prohibition against sex discrimination, including disparate impact discrimination. Any employees who assume any responsibility for hiring or administration of the physical abilities test after the initial training will be provided the equivalent training within sixty (60) calendar days of assuming such position. Defendant shall maintain a registry of attendance shall be maintained for each training session required under this Paragraph.

23. As described further below, Defendant shall inform EEOC of its proposed trainer and the content the trainer proposes to present before the commencement of any training session required under Paragraph 21 and/or 22, above. Defendant shall submit the name(s), address(es), telephone number(s), resume(s) and training proposal of their proposed trainer(s) (including copies of all materials proposed to be displayed, distributed, or otherwise presented) to the EEOC at least twenty-eight (28) calendar days prior to the proposed date of each training session. EEOC shall have fourteen (14) calendar days from the date it receives the information described above to accept or reject the proposed trainer(s) and/or content the trainer proposes to present. In the event the EEOC does not approve Defendant's proposed trainer, training proposal, and/or training materials, Defendant shall have seven (7) calendar days to identify an alternate trainer and/or make changes to the training proposal and/or training materials. The EEOC shall then have seven (7) calendar days from the date it receives the information described above to accept or reject the alternate trainer, proposal, and/or

training materials. If the parties cannot agree on a trainer or training content through this process, they may seek the Court's assistance under Paragraph 29, below.

24. No later than seven (7) calendar days after each training session described in Paragraph 21 and/or 22, above, takes place, Defendant shall certify to the EEOC in writing that the required training session has taken place and the required personnel have attended. Every certification of training described in this Paragraph shall include: (a) the date, location, and duration of the training; (b) a copy of the registry of attendance, which shall include the name and position of each person trained, including at which facility each person trained is employed; (c) a current list by name, position, and employer(s) of all the employees subject to the training requirement; and (d) copies of any and all pamphlets, brochures, outlines, or other written materials provided or displayed to the personnel attending each training session, if not already provided to the EEOC.

POSTING AND DISTRIBUTION OF NOTICE

25. No later than seven (7) calendar days after entry of this Decree, Defendant shall post copies of the Notice attached as **Exhibit B** to this Decree in conspicuous locations, both physical and electronic, easily accessible to and commonly frequented by applicants for employment and employees of Defendant. The Notice shall remain posted in this manner for the term of this Decree. Defendant shall take all reasonable steps to ensure that the postings are not altered, defaced, or covered by any other material. Defendant shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Defendant shall also provide a copy of the notice to each of Defendant's employees who do not receive the training set forth in Paragraph 21.

26. No later than fourteen (14) calendar days after entry of this Decree, Defendant shall certify to EEOC in writing that the Notices have been properly posted and distributed in accordance with Paragraph 25.

RECORD KEEPING

27. During the term of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC the following written records:

- (a) Data for each conditional hire for driver positions: name; address; phone number; social security number; sex; date of application; position applied for; date of offer; position offered; date physical abilities test taken, if applicable; results of any physical abilities test (i.e., pass/fail or any scoring), if applicable; whether job offer was revoked and if so, the reason; start date, if applicable.
- (b) Records related to the administration of any physical abilities test, including all records generated pursuant to Paragraph 9 above, all manuals or other descriptions of the test administration process; and the results of all tests administered for driver applicants or conditional hires, including all component and combined scores;
- (c) Records related to Defendant's efforts to contact Female Conditional Hires or Incumbents (as defined in the section "Job Offers" above); offers of employment made to Female Conditional Hires or Incumbents; reasons for not making offers or revoking offers of employment to Female Conditional Hires or Incumbents; and the reasons for termination of employment of any Female Conditional Hire or Incumbent who was employed by Defendant.
- (d) Every complaint or report of sex discrimination related to hiring or the administration of any physical abilities test, including: (a) the name of the employee who made the

complaint or report and that employee's address and telephone number; (b) the date of the complaint or report; (c) a written description of what was alleged; (d) the name and position of all employees who were made aware of the complaint or report; (e) a written description of the resolution or outcome, including a description of what actions, if any, Defendant took, and the name and position of all employees who were involved in any such actions taken; (f) if the complaint or report was made in written form, a copy thereof; and (g) a copy of all documents, including notes, correspondence, photographs, or written statements, collected in the course of the investigation.

REPORTING

28. Defendant shall furnish to the EEOC the following written reports semi-annually ("Semi-Annual Report") during the term of this Decree. The first Semi-Annual Report shall be due six (6) months after entry of the Decree. Subsequent Semi-Annual Reports shall be due every six (6) months thereafter, except that the final Semi-Annual Report shall be due thirty (30) calendar days prior to the expiration of the Decree. Each such Semi-Annual Report shall contain:

- (a) The data on conditional hires required to be maintained by Paragraph 27(a);
- (b) An update, if necessary, to the report required by Paragraph 20 regarding contacting and making offers of employment to Female Conditional Hires or Incumbents;
- (c) The records required to be maintained by Paragraph 27(d) regarding complaints of sex discrimination;
- (d) The identification of each Female Conditional Hire or Incumbent, including name, address, and phone number, whose employment was terminated during the reporting period, including a description of the reason for her termination and the identify of all those involved in the termination decisions.

- (e) A certification by Defendant that the Notice required to be posted pursuant to Paragraph 25 of the Decree remained posted in the manner required during the entire six (6) month period preceding the Semi-Annual Report (or for the five (5) month period preceding the final Semi-Annual Report).

DISPUTE RESOLUTION

29. If EEOC, during the term of this Decree, believes that Defendant has failed to comply with any provision(s) of the Decree, EEOC shall notify Defendant of the alleged noncompliance and shall afford Defendant fourteen (14) calendar days to remedy the noncompliance or satisfy EEOC that Defendant had complied. If within fourteen (14) calendar days Defendant has not remedied the alleged noncompliance or satisfied EEOC that is has complied, EEOC may apply directly to the Court for relief. In resolving any dispute under this Paragraph, if the Court finds noncompliance by a preponderance of the evidence, the Court may grant any relief it determines to be appropriate, which may include modification of the Term or any other provision of this Decree, monetary sanctions, and/or any appropriate relief available to a court of equity.

TERM AND SCOPE OF THE DECREE AND RETENTION OF JURISDICTION

30. This Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a term of five (5) years immediately following the entry of the Decree, unless extended by order of this Court, provided, however, that if at the end of the term of the Decree, any disputes under Paragraph 29, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

31. Except as provided in Paragraph 16, above, each party to this Decree shall bear its own expenses, attorneys' fees, and costs.

32. Defendant shall not condition the receipt of monetary relief on the agreement of any Aggrieved Individual to: (a) waive any statutory rights to file a charge with any governmental agency; or (b) enter into a non-disparagement or confidentiality agreement.

33. The terms of this Decree are and shall be binding on the present and future directors, officers, managers, agents, successors, and assigns of Defendant. Prior to any sale or other transfer of any Defendant's business or sale or other transfer of all or a substantial portion of any Defendant's assets, Defendant shall provide a copy of this Decree to any potential purchaser, potential transferee, or other potential successor.

34. 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 officer or management employee of Defendant to the best of such officer or management employee's knowledge, information, and belief.

35. Defendant shall require personnel within their employ, upon request by the EEOC, to cooperate reasonably with, and to be interviewed by, the EEOC for purposes of verifying compliance with this Decree.

36. When this Decree requires the submission by Defendant of reports, certifications, notices, or other materials to the EEOC, they shall be sent by U.S. Mail to Koch Consent Decree Compliance, Legal Unit, U.S. Equal Employment Opportunity Commission, 230 S. Dearborn St., Ste. 2920, Chicago, IL 60604. By advance agreement of the parties, prior to each submission, materials may alternatively be submitted by electronic mail.

SO ORDERED, ADJUDGED, and DECREED on this 6th day of December 2021.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

s/Hildy Bowbeer

HILDY BOWBEER

United States Magistrate Judge

Agreed to in form and content:

For the UNITED STATES EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION

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s/ Gregory M. Gochanour

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Trial Attorneys

For Stan Koch & Sons Trucking, Inc.

**THOMPSON, COE, COUSINS & IRONS,
L.L.P.**

s/ Kevin M. Mosher

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APPENDIX A TO CONSENT DECREE

[FILED SEPARATELY UNDER SEAL]

EXHIBIT A

RELEASE AGREEMENT

In consideration of a minimum of \$_____ to be paid to me by Defendant in connection with the resolution of *EEOC v. Stan Koch & Sons Trucking, Inc.*, No. 0:19-cv-02148 (D. Minn), I waive my right to recover for any claims of sex discrimination arising under the Title VII of the Civil Rights Act of 1964 that I had against Defendant on or before the date of this release and that were included in the claims in EEOC's complaint in *EEOC v. Stan Koch & Sons Trucking, Inc.*, No. 0:19-cv-02148 (D. Minn).

Signed: _____
[Aggrieved Individual]

Date: _____

EXHIBIT B

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court in the District of Minnesota in *EEOC v. Stan Koch & Sons Trucking, Inc.*, No. 0:19-cv-02148 (D. Minn), resolving the lawsuit filed by the U.S. Equal Employment Opportunity Commission (EEOC) against Stan Koch & Sons Trucking.

In this lawsuit, the Court found that Koch violated Title VII of the Civil Rights Act of 1964 by using a discriminatory physical abilities test that resulted in female job applicants and employees being denied employment opportunities because of their sex.

To resolve this case, EEOC and Koch have entered into a Consent Decree requiring, among other things, that:

1. Koch will pay a total of \$500,000 in damages to women whose conditional job offers it revoked or whose employment it terminated because of the discriminatory physical abilities test.
2. Koch will make job offers to women who were denied employment because of the discriminatory physical abilities test.
3. Koch is enjoined from using any discriminatory physical abilities test. If it intends to use a physical abilities test for hiring, the test either must not have a disparate impact on women or Koch must show the test is job-related and consistent with business necessity.
4. Koch will not retaliate against any person who has made allegations of sex discrimination, filed a charge of discrimination, participated in any way in a proceeding involving discrimination under Title VII or participated in any process or received any benefit as a result of the litigation or the Decree.

The EEOC is a federal agency that enforces federal laws prohibiting discrimination in employment based on race, color, sex (including sexual harassment, pregnancy), religion, national origin, age, disability, genetic information, and retaliation. Further information about EEOC and these laws is available on EEOC's web site at www.eeoc.gov. If you believe you have been subjected to unlawful discrimination or retaliation, you may contact EEOC by phone at (312) 872-9777 or by TTY at (312) 669-6820. The EEOC charges no fees.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for five (5) years from the date below and must be altered, defaced, or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Koch Consent Decree Compliance; EEOC – Legal Unit; 230 S. Dearborn Street, Suite 2920; Chicago, Illinois 60604.

December 6, 2021

Date

s/Hildy Bowbeer

HILDY BOWBEER, United States Magistrate Judge
United States District Court for the District of Minnesota