

U.S. Equal Employment Opportunity Commission  
Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107-3127  
Woody Anglade  
Attorney for Plaintiff EEOC

**FILED**

FEB 12 2008

MICHAEL E. KUNZ, Clerk  
By At Dep. Clerk

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, et al., )  
 )  
Plaintiffs, )  
 )  
 )  
v. )  
 )  
SHAHIL, INC. (D/B/A DUNKIN DONUTS/ )  
BASKIN ROBBINS LEOLA, PA), et al., )  
 )  
Defendants. )

Civil Action No: 06-3429 (JKG)

**CONSENT DECREE**

**INTRODUCTION**

A. This action was instituted by the United States Equal Employment Opportunity Commission (the “EEOC” or the “Commission”) on or about August 3, 2006, against Shahil, Inc. (d/b/a Dunkin Donuts/Baskin Robbins Leola, PA) under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 (“Title VII”). The EEOC alleged that Defendant Shahil, Inc., subjected Charging Party Ashley Bowermaster, a counter and cash register worker, and a class of female employees to sexual harassment, committed by male supervisors and co-workers, beginning in August 2004. The Commission alleges that despite numerous complaints by these women, Shahil failed to undertake any effective remedial action to stop the offensive and

discriminatory conduct. As a result of the alleged sexual harassment, the female employees were forced to resign from their employment and were constructively discharged from their positions as counter and cash register employees. The EEOC also alleged that as a result of the harassment, the female employees suffered severe emotional distress and damages as a result of the illegal conduct of Shahil. On October 26, 2007, the EEOC filed an Amended Complaint against Shahil, Inc., R.N. Foods Corporation, Shanker Corporation, Om Shree Ji Corporation, Iccha Foods Corporation, and Ratanam, Inc. The Defendants have denied said allegations.

B. This Consent Decree is entered into by the EEOC and Defendants Shahil, Inc., R.N. Foods Corporation, Shanker Corporation, Om Shree Ji Corporation, Iccha Foods Corporation, and Ratanam, Inc. (“Defendants”). This Consent Decree shall be final and binding between the EEOC and Defendants Shahil, Inc., R.N. Foods Corporation, Shanker Corporation, Om Shree Ji Corporation, Iccha Foods Corporation, and Ratanam, Inc., its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it (collectively referred to as “Defendants”).

C. The Commission and Defendants do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Amended Complaint in Civil Action No. 06-CV-3429. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Defendants, nor an admission by Defendants of any wrongdoing.

**CONSENT DECREE**

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

**NON-DISCRIMINATION AND NON-RETALIATION**

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant Shahil is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII. Specifically, Shahil is enjoined from creating, fostering or tolerating a work environment which discriminates based on sex.
3. Shahil is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to, Ashley Bowermaster, Courtney Burns, Ashley Burns, Ruth Middleton, Sarah Raffensberger, and Teresa Weidman, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Shahil shall not divulge, directly or indirectly, except as required by law, to any employer or potential employer of Ashley Bowermaster, Courtney Burns, Ashley Burns, Ruth Middleton, Sarah Raffensberger, and Teresa Weidman, any of the facts or circumstances related to the charge of discrimination against Shahil, Inc., or any of the events relating to their participation in the litigation of this matter.
5. Shahil shall expunge from the personnel files of Ashley Bowermaster, Courtney Burns, Ashley Burns, Ruth Middleton, Sarah Raffensberger, and Teresa Weidman, any documents, pleadings, correspondence and related papers pertaining to the charge of discrimination filed by Ms.

Bowermaster with the Commission.

6. Shahil shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Shahil under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Shahil in the future.

**MONETARY RELIEF**

**Ashley Bowermaster**

7. Shahil agrees to pay monetary relief in the total amount of \$12,750 to Ashley Bowermaster, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Bowermaster. Monetary relief shall be paid in the following manner: on or before February 15, 2008, Defendants will pay Ashley Bowermaster \$12,750. If Shahil does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Ashley Bowermaster, through her attorney Scott Oberholtzer, Esq., at 18 East King St., 1<sup>st</sup> Floor, Lancaster, PA 17602-2824, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Mr. Oberholtzer. In order to receive the monetary relief, Ms. Bowermaster must execute a private release. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

### **Courtney Burns**

8. Shahil agrees to pay monetary relief in the total amount of \$7,500 to Courtney Burns, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Courtney Burns. Monetary relief shall be paid in the following manner: on or before February 15, 2008, Shahil will pay Courtney Burns \$7,500. If Shahil does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Courtney Burns, at 27 Wilson Ave., Leola, PA 17540, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Ms. Courtney Burns. In order to receive the monetary relief, Courtney Burns must execute a private release. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

### **Ashley Burns**

9. Shahil agrees to pay monetary relief in the total amount of \$6,250 to Ashley Burns, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Ashley Burns. Monetary relief shall be paid in the following manner: on or before February 15, 2008, Shahil will pay Ashley Burns \$6,250. If Shahil does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for

the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Ashley Burns, at 27 Wilson Ave., Leola, PA 17540, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Ms. Ashley Burns. In order to receive the monetary relief, Ashley Burns must execute a private release. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

**Ruth Middleton**

10. Shahil agrees to pay monetary relief in the total amount of \$5,000 to Ruth Middleton, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Middleton. Monetary relief shall be paid in the following manner: on or before February 15, 2008, Shahil will pay Ruth Middleton \$5,000. If Shahil does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Ruth Middleton, at 436 Polifka Drive, Building 402 Box #59, Shaw AFB, Shaw, South Carolina, 29152, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Ms. Middleton. In order to receive the monetary relief, Ruth Middleton must execute a private release. Please note that late payments will

be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

**Sarah Raffensberger**

11. Shahil agrees to pay monetary relief in the total amount of \$6,250 to Sarah Raffensberger, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Raffensberger. Monetary relief shall be paid in the following manner: on or before February 15, 2008, Shahil will pay Sarah Raffensberger \$6,250. If Shahil does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Sarah Raffensberger, at 520 East Market St., Apt. B, Marrietta, PA 17547, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Ms. Raffensberger. In order to receive the monetary relief, Sarah Raffensberger must execute a private release. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

**Teresa Weidman**

12. Shahil agrees to pay monetary relief in the total amount of \$6,250 to Teresa Weidman, in full settlement of all claims for compensatory damages against Defendants which were raised in the Commission's Amended Complaint. This amount shall be reported on an IRS form 1099 issued to Ms. Weidman. Monetary relief shall be paid in the following manner: on or before

February 15, 2008, Shahil will pay Teresa Weidman \$6,250. If Shahil do not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus interest, and costs for the Commission to compel Shahil's compliance with this paragraph of the Consent Decree. The check will be mailed to Teresa Weidman, at 448 Solanco Road, Quarryville, PA 17566, by certified mail, return receipt requested. Shahil will mail a photocopy of the check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127, within five days of the date of mailing of the check to Ms. Weidman. In order to receive the monetary relief, Ms. Weidman must execute a private release. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

13. Shahil agrees to pay Intervening Counsel Scott Oberholtzer, Esq. \$1,000 to advise Ashley Bowermaster, Courtney Burns, Ashley Burns, Ruth Middleton, Sarah Raffensberger, and Teresa Weidman, regarding the private releases between them and Shahil.

#### **POSTING OF NOTICE**

14. Within twenty (20) business days after entry of this Decree, or as soon as practicable, Shahil shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on a bulletin board located at its Shahil Leola, PA facility usually used by Shahil for communicating with employees. The notice shall remain posted for three (3) years from the date of entry of this Decree. Counsel for Shahil shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention, Woody Anglade, Trial Attorney, within twenty (20) days of the posting. Shahil shall permit a representative of the EEOC to enter Shahil's Leola, PA premises for purposes of verifying compliance with this Paragraph at any time



during normal business hours without prior notice. Shahil shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Shahil agrees to as soon as practicable post a readable copy in the same manner as hereto specified.

**NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES**

15. Shahil shall draft a policy or policies against discrimination, harassment and retaliation and complaint procedures in plain and simple language. Shahil shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) State that Shahil: (i) prohibits discrimination against employees on the basis of sex in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex in violation of Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s)

for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) Provide for prompt investigation of complaints of harassment and/or retaliation;

(d) Provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) Provide for discipline up to and including discharge of an employee or supervisor who violates Shahil's policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

16. Shahil shall distribute to all of its employees and newly-hired employees at its Shahil Leola, PA facility, its policy or policies against discrimination, harassment and retaliation within 90 days after entry of this Consent Decree.

17. Within 90 days after entry of this Consent Decree, Shahil shall advise Woody Anglade, Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees and that new employees will receive these policies and an opportunity to acknowledge receipt. Shahil will retain copies of any acknowledgment of receipt forms for an employee in the employee's personnel file.

18. Shahil shall once annually for the duration of the Consent Decree send a copy of its policy or policies against discrimination, harassment and retaliation to each employee.

#### **SUPERVISOR ACCOUNTABILITY**

19. Shahil shall promote supervisor accountability by the following conduct:

(a) Providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 20;

(b) Disciplining, up to and including discharge, any supervisor or manager who violates Shahil's policy or policies against discrimination, harassment and retaliation; and

(c) Imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Shahil's policy or policies against discrimination, harassment and retaliation.

### **TRAINING**

20. Shahil shall provide training on the requirements of Title VII on the following terms:

a. Shahil agrees to provide annual training sessions to all of its managers, supervisors, and employees who work at its Leola, PA facility by a trainer or vendor approved by the EEOC to provide training on an employee's rights under Title VII, and the employer's obligations under Title VII, with an emphasis on what constitutes unlawful sexual harassment in the workplace, how to keep Shahil free of such forms of harassment, and what constitutes unlawful retaliation;

b. Each training session will include a live presentation by a high ranking official of Shahil, emphasizing Shahil's commitment to prevent discrimination and harassment;

c. Shahil shall first provide training in accordance with Paragraph 20(a) on at least one occasion in 2008. Defendants shall then also provide such training on at least one occasion in calendar years 2009, 2010 and 2011.

21. The annual training shall be provided by EEOC staff or Shahil shall obtain the EEOC's approval of its proposed trainer prior to each year's set of training sessions. Shahil shall

submit the name, address, telephone number and curriculum vitae /resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The Commission shall have twenty (20) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s). In the event the EEOC does not approve Shahil's designated trainer(s), Shahil shall have twenty (20) calendar days to identify an alternate trainer. The EEOC shall have twenty (20) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the Commission does not approve Shahil's alternate trainer, the Commission shall designate the trainer to be retained and paid for by Shahil. Shahil shall have twenty (20) calendar days from receipt of the Commission's recommendation to accept or reject the alternate trainer.

22. Shahil agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Even though the Commission has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

23. Shahil shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

## **RECORD KEEPING**

24. For a period of three (3) years following entry of this Decree, Shahil shall maintain and make available for inspection and copying by the Commission, records of each complaint of any incident of sexual harassment occurring at its Shahil Leola, PA facility. Each such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions Shahil took to resolve the matter. Shahil shall also make records of all actions it takes to prevent sexual harassment at its Leola, PA during the duration of this Decree.

25. Shahil shall make all documents or records referred to in Paragraph 24, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Shahil shall make available for interview all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the Commission to enter Shahil's Leola, PA premises for such purposes on five (5) business days advance notice by the EEOC.

26. Nothing contained in this Decree shall be construed to limit any obligation Shahil may otherwise have to maintain under Title VII or any other law or regulation.

## **REPORTING**

27. Shahil shall furnish to the EEOC the following written reports annually for a period of three (3) years following entry of this Decree. The first report shall be due twelve (12) months after entry of the Decree. The final report shall be due thirty-six (36) months after entry of the Decree. Each such report shall contain:

a. A summary of the information recorded by Shahil pursuant to Paragraph 24, including the name of the complainant, the allegation of the complaint and the action taken by Shahil

in response; and

b. A certification by Shahil that the Notice required to be posted in Paragraph 14 above, remained posted during the entire six (6) month period preceding the report.

### **DISPUTE RESOLUTION**

28. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the 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 within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

### **MISCELLANEOUS PROVISIONS**

29 Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

30. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendants in their capacities as representatives, agents, directors and officers of Defendants, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

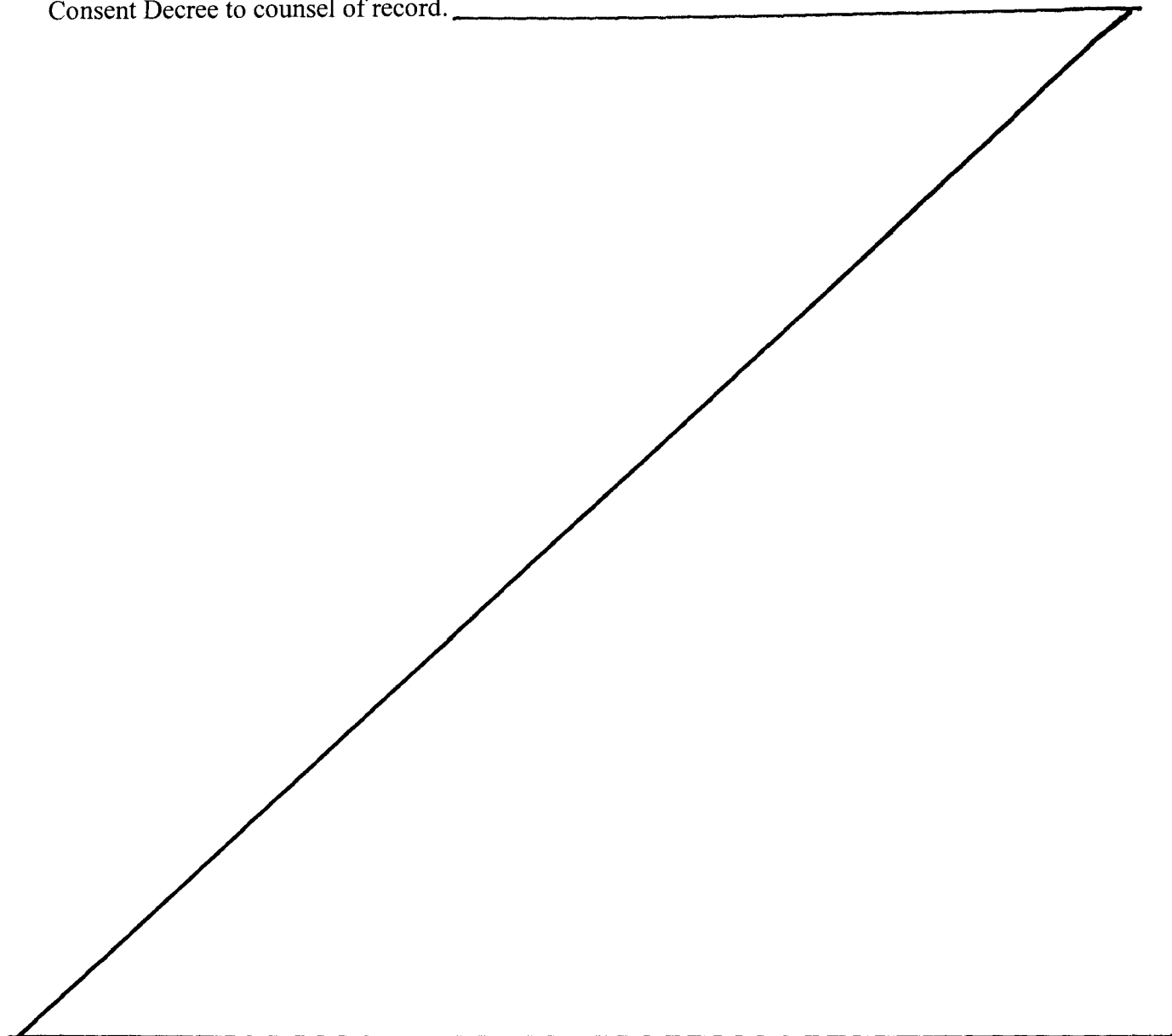
31. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Amended Complaint in Civil Action No. 06-CV-3429.

32. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue to be in effect for a period of three (3) years. Any

application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

33. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

34. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record. \_\_\_\_\_



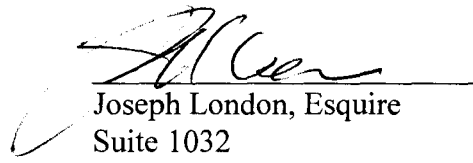
For Plaintiff EEOC:

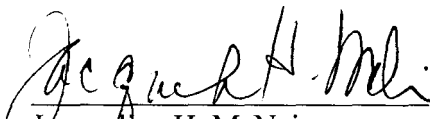
Ronald Cooper  
General Counsel

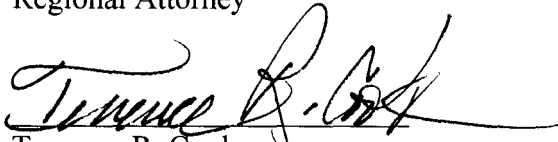
James L. Lee  
Deputy General Counsel

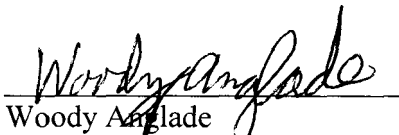
Gwendolyn Young Reams  
Associate General Counsel  
Washington, D.C.  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

For Defendants Shahil, Inc., R.N.  
Foods Corp., Shanker Corp., Om  
Shree Ji Corp., Iccha Foods Corp.,  
Ratanam, Inc.


  
Joseph London, Esquire  
Suite 1032  
Two Penn Center  
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Philadelphia, PA 19102

  
Jacqueline H. McNair  
Regional Attorney

  
Terrence R. Cook  
Supervisory Trial Attorney

  
Woody Anglade  
Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107-3127

**IT IS ORDERED:**

BY THE COURT:   
JAMES KNOLL GARDNER  
UNITED STATES DISTRICT JUDGE

DATE: February 12, 2008



**EXHIBIT 1**

**NOTICE TO ALL SHAHIL, INC. EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in EEOC, et al. v. Shahil, Inc., et al., Civil Action Number 06-3429 (E.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) against Defendants Shahil, Inc., et al. (“Defendants”).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, (“Title VII”), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

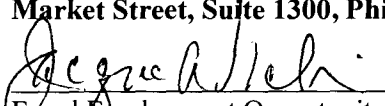
In its lawsuit, the EEOC alleged that Shahil subjected Charging Party, a counter and cash register worker, and a class of female employees to sexual harassment, committed by male supervisors and co-workers, beginning in August 2004. The Commission further alleged that despite numerous complaints by these women, Shahil failed to undertake any effective remedial action to stop the offensive and discriminatory conduct. As a result of the sexual harassment, the female employees were forced to resign from their employment and were constructively discharged from their positions as counter and cash register employees. Defendants deny these allegations.

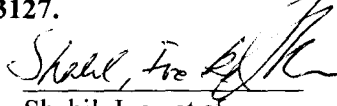
To resolve the case, EEOC and Defendants have entered into a Consent Decree which provided, among other things, that: (1) Shahil paid monetary relief; (2) Shahil will not discriminate on the basis of sexual harassment in the future; (3) Shahil will not retaliate against any person because she or he opposed any practice made unlawful by Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Shahil will train all employees at its Leola, PA facility regarding sex discrimination and Shahil’s policy prohibiting sex discrimination.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

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

**This Notice must remain posted for three years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127.**

By:   
For: Equal Employment Opportunity  
Commission

By:   
For: Shahil, Inc., et al.