

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,) HON. CLIFFORD SCOTT GREEN
)
and) CIVIL ACTION NO. 05 CV 4786
)
JARROD L. RENNINGER,) JURY DEMAND
85 Kim Winona Court)
Fleetwood, PA 19522)
)
Plaintiff-Intervenor,)
)
v.)
)
EASTERN ENGINEERED WOOD)
PRODUCTS,)
)
and)
)
STEVEN A. COLSON)
c/o Eastern Engineered Wood Products)
1400 North Sherman Street)
Allentown, PA 18109)
)
and)
)
DOUGLAS F. COLSON)
c/o Eastern Engineered Wood Products)
1400 North Sherman Street)
Allentown, PA 18109)
)
Defendants.)

COMPLAINT IN INTERVENTION
OF JARROD L. RENNINGER, PLAINTIFF-INTERVENOR

The above named Plaintiff-Intervenor, Jarrod L. Renninger, (hereinafter "Renninger"), by and through his undersigned counsel, Frey, Petrakis, Deeb, Blum & Briggs, files the within Complaint in Intervention and in support thereof alleges:

JURISDICTION

1. This action was brought by Plaintiff, Equal Employment Opportunity Commission (“EEOC”), pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. The action filed by the EEOC was authorized and instituted pursuant to § 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 2000e-5(f)(1) and (3); and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A. The claims contained in the EEOC’s Complaint are incorporated herein by reference.

2. The Complaint in Intervention of Renninger is brought pursuant to Title VII of the Civil Rights Act of 1964; as amended, 42 U.S.C. § 2000e et seq.; and the Pennsylvania Human Relations Act (“PHRA”), 43 P.S. § 951 et seq. This Court has jurisdiction to hear this action on the basis of federal jurisdiction, pursuant to 28 U.S.C. § 1331, and supplemental jurisdiction, pursuant to 28 U.S.C. § 1367.

3. Renninger has exhausted his administrative remedies. A charge of discrimination was filed with the EEOC in March, 2004 against Defendant Eastern Engineered Wood Products, which was cross-filed with the Philadelphia Human Relations Commission.

4. The EEOC issued a Letter of Determination in June, 2005 finding that Defendant Eastern Engineered Wood Products committed violations of Title VII based upon sexual harassment. This action was filed by the EEOC after failure of conciliation.

5. Renninger intervenes as of right in the action pursuant to Fed. R. Civ. P. § 24(a) and Title VII § 2000e-5(f)(1). Renninger wishes to participate in this action to protect his individual rights under federal and state law.

PARTIES

6. Renninger is an adult individual residing at 85 Kim Winona Court, Fleetwood, Pennsylvania, 19522. He was employed by Defendant Eastern Engineered Wood Products, until he was constructively discharged on March 22, 2004.

7. Co-Plaintiff is the EEOC, a federal agency charged with the administration, interpretation and enforcement of Title VII.

8. Defendant Eastern Engineered Wood Products, Inc. (hereinafter "Eastern Engineered") has continuously been a Pennsylvania corporation doing business in the City of Allentown, Commonwealth of Pennsylvania, and maintains its principal place of business at 1400 North Sherman Street, Allentown, PA 18109. At all relevant times, Eastern Engineered has employed at least fifteen (15) employees and is an employer within the Commonwealth of Pennsylvania and within the jurisdictional coverage of Title VII of the Civil Rights Act.

9. Steven A. Colson, an adult individual, is an Executive Vice President and owner of Eastern Engineered, and is a resident of the state of New Jersey.

10. Douglas F. Colson, an adult individual, is an Executive Vice President and owner of Eastern Engineered, and is a resident of the state of Vermont.

VENUE

11. Venue for all causes of action stated herein lies in the Eastern District for the Commonwealth of Pennsylvania, as the acts alleged as a basis for the federal claims took place within the Eastern District of Pennsylvania.

FACTUAL BACKGROUND

12. Jarrod Renninger was hired by Eastern Engineered in or about August 2000 in the position of Vice President of Sales.

13. At the time Renninger was hired, Eastern Engineered was operating at a financial loss and showed a net loss in 2000. Due in large part to Renninger's efforts, Eastern Engineered earned a profit in 2001, doubled its profit in 2002, and again doubled its profit in 2003.

14. Steven Colson, along with his brother Douglas Colson, own Eastern Engineered, but at all times relevant hereto, neither was actively involved in sales, and Steven Colson was only minimally involved in Eastern Engineered's operations. However, the Colsons are both Executive Vice Presidents, and are the sole members of its Board of Directors.

15. Throughout Renninger's tenure at the company, Steven Colson made sexually inappropriate comments toward Renninger, and acted in a sexually suggestive and provocative manner. For example, Steven Colson would massage Renninger's arms and/or neck, or touch him in other inappropriate ways. His harassing conduct made Renninger uncomfortable at work.

16. On December 24, 2003, Steven Colson's harassing conduct escalated and he made it clear that his conduct was motivated by his sexual desire for Renninger.

17. On December 24, 2003, Eastern Engineered hosted a holiday party for its employees. The party was held at Eastern Engineered's offices in Allentown, Pennsylvania. Early in the day, Steven Colson approached Renninger, lifted his shirt sleeve, and proceeded to kiss and bite Renninger's bicep in front of other employees, including Renninger's immediate boss, Verne Orth, President of Eastern Engineered. The bite was so painful that Renninger checked his arm to ensure that Steven Colson had not punctured his skin and drawn blood.

18. Renninger indicated to Steven Colson that he had hurt him and that Renninger was shocked by this action, but Mr. Colson merely laughed off his conduct.

19. Later during the holiday party on December 24, 2003, Steven Colson approached Renninger in Renninger's office. Steven Colson complimented Renninger on his performance with Eastern Engineered and acknowledged the critical role Renninger played in turning Eastern Engineered around and driving it to the profit levels described above. Steven Colson informed Renninger that it was his and Eastern Engineered's intent to make Renninger an officer, and to structure a bonus program for him similar to Orth's based on Eastern Engineered's profits as a reward for Renninger's sales efforts.

20. When Renninger, who was seated in a chair, inquired as to the details of the promised bonus, Steven Colson stood up, attempted to spread Renninger's legs apart, and repeatedly told Renninger to let him (Steven Colson) in or he wasn't going to continue the conversation about the bonus program.

21. Renninger was very uncomfortable with Steven Colson's sexual advances so he stood up, sat on his desk, and attempted to block Steven Colson's continued physical advances.

22. Steven Colson, however, continued to demand that Renninger spread his legs, "keep an open mind," and "let him in." Renninger understood these advances by Steven Colson as an indication that Steven Colson wanted to perform oral sex on him. Renninger again told Steven Colson to stop and also attempted to push him back.

23. Steven Colson again stated to Renninger that if he wanted the conversation about the bonus to continue, then he had to "let him in."

24. Finally, Renninger stated that ending the conversation would be fine with him. Unfortunately, Steven Colson then continued his sexual advances by leaning his

body against Renninger's closed legs and remarking, among other things, that Renninger had "beautiful blue eyes." At this point, Renninger pushed Steven Colson away and left the room.

25. Renninger immediately complained about Steven Colson's actions to Eastern Engineered President Verne Orth (hereinafter "Orth"), and asked another Eastern Engineered employee, Mike Redding, to retrieve his keys from his office. Renninger then left the holiday party. During his drive home, Renninger was so upset over what had transpired that he pulled his car over and vomited.

26. The tremendous stress, discomfort, and anxiety that Steven Colson caused Renninger ruined Renninger's holiday for himself, his wife, and his young children.

27. Steven Colson also sexually harassed Jason Korpics and Angel Carrasquillo, two other Eastern Engineered employees, at the holiday party on December 24, 2003.

28. On December 27, 2003, Renninger contacted Orth to recount in detail Steven Colson's sexual advances of December 24, 2003.

29. On December 28, 2003, Orth met with Renninger again to discuss in detail Steven Colson's sexual advances of December 24, 2003.

30. Orth contacted Eastern Engineered's lawyer, Robert Stewart (hereinafter "Stewart"), on December 29, 2003. Renninger and Orth met with Stewart later that day. Stewart directed Orth to pursue an investigation into the allegations against Steven Colson.

31. On December 31, 2003, Stewart forwarded correspondence to Orth, wherein Stewart set forth steps for Steven Colson to take to address his conduct of December 24, 2003. Among the steps that Stewart advised Steven Colson to take

were: a) apologizing to Renninger; b) obtaining counseling; and c) ensuring that Renninger would not need to deal directly with Steven Colson in the future, except through Orth.

32. Unfortunately, this memorandum did not address Renninger's right to the bonus promised by Steven Colson, and the Colsons, thereafter, did not provide Renninger with such compensation as promised to him as a condition of his consent to the unwanted sexual advances of Steven Colson.

33. Renninger also was not officially given officer status as Steven Colson promised. Moreover, despite Eastern Engineered's counsel's recommendation in his memorandum, Steven Colson did not undergo counseling, and he did not refrain from engaging in retaliatory conduct with respect to Renninger or to Orth.

34. On January 1, 2004, Steven Colson placed a letter on Orth's desk that was addressed to Renninger. Orth later gave Steven Colson's letter to Renninger. This letter contained an apology of sorts, but did not indicate Steven Colson's agreement to take the remedial steps recommended by Stewart or that otherwise were necessary under the circumstances.

35. Thereafter, Renninger avoided Steven Colson for several weeks while out of the office on sales calls. Renninger also completed his work in the office on weekends, when he was sure that Steven Colson would not be in the office.

36. Renninger could not continue his practice of working out of the office because Steven Colson was getting frustrated with Renninger's non-presence at the office. During this time, the atmosphere at Eastern Engineered began to turn hostile toward Renninger, and Steven Colson began to question Renninger's business practices for the first time. On one occasion, Steven Colson even stood behind

Renninger's desk while he worked, and also required Renninger to obtain approval for any invoices over \$1,000.00, which was not the normal procedure.

37. On or about January 12, 2004, three Eastern Engineered saleswomen, Tammy Bennett, Sonia Illick, and Cindy Zmarzley, pulled Renninger into a conference room, confronted him, and told him that he was trying to take down the company because of his complaints about Steven Colson and the investigation into the sexual misconduct of Steven Colson.

38. On or about January 28, 2004, co-owner Douglas Colson, removed the company's President, Orth, from the company's investigation of Renninger's claims against Steven Colson, and advised Orth that he (Douglas Colson) was going to complete the investigation of the allegations against his brother, and intended to utilize a third-party investigator. At that meeting, Douglas Colson pounded his fist on the table, and informed Orth that Steven Colson was going to increase his presence at Eastern Engineered's office by spending three days per week there, and that Orth's job was limited to taking care of sales and the people. Orth understood that latter comment to mean that Orth was supposed to keep the employees, including Renninger, under control. Orth also understood this change in Steven Colson's work practices to be a strategy to force Orth and Renninger to submit to the Colsons' wishes, and was a direct act of retaliation for Renninger's complaint and Orth's support of Renninger.

39. Steven Colson did thereafter take on additional responsibilities and increased his presence in the office, in contrast to his activities that predated December 24, 2003.

40. Once Douglas Colson took over the investigation of Renninger's claims of sexual harassment against his brother Steven Colson, the focus of the investigation

shifted entirely away from Renninger's sexual harassment claims. Instead, Douglas Colson hired a private investigation firm to investigate alleged disloyal conduct by Orth. Douglas Colson explicitly told Renninger that "this investigation has nothing to do with you." Thus once Douglas Colson took over the investigation of Renninger's claims of sexual harassment against his brother Steven Colson, Eastern Engineered, in fact, ceased all legitimate investigations into Renninger's claims of sexual harassment.

41. On January 28, 2004, Douglas Colson informed Orth that he was freezing all bonuses, including Orth's, due to the "potential litigation" in the sexual harassment matter. This policy only affected Orth and Renninger.

42. Steven Colson continued to accost Renninger and criticize his performance. Steven Colson commented publicly that he was becoming impatient with Renninger, blamed Renninger on several occasions for error in areas that were not Renninger's responsibility, and referred to Renninger as a profiteer.

43. Renninger sought therapy to cope with the December 24, 2003 sexual harassment incident and the ensuing retaliatory environment he faced at Eastern Engineered.

44. On February 27, 2004, Renninger, through his attorney, sent a letter to Eastern Engineered expressing his intent to pursue a lawsuit based on all appropriate causes of action and outlining conditions under which Renninger would be willing to release his claims against Steven and Douglas Colson and Eastern Engineered. These conditions included among others: (1) that the Colsons refrain from further retaliatory conduct and that Steven Colson must stay away from the premises where Renninger is employed; (2) that Steven Colson must enter into an appropriate counseling program; (3) that Eastern Engineered must promote Renninger to an officer position; and (4)

that Eastern Engineered must pay Renninger a cash bonus based on the net profit enjoyed by Eastern Engineered. None of the conditions set forth in the February 27, 2004 correspondence were ever met by Eastern Engineered or the Colson brothers.

45. On March 1, 2004 Renninger noticed that several files on his word processing and spreadsheet programs had been opened and viewed in his absence. These files concerned correspondence relating to Eastern Engineered's holiday party.

46. Moreover, at times relevant hereto, co-workers of Renninger shunned him, stopped talking, or spoke quietly when he entered the office, and accused him of trying to destroy Eastern Engineered and their jobs. Co-workers made it known that they disbelieved Renninger and some employees refused to speak to him and had conversations with Steven Colson about Renninger.

47. On March 8, 2004, despite being told that the investigation has "nothing to do with him," Renninger was required to turn over his computer and laptop as part of a forensic investigation. When Renninger refused to turn over his laptop because it contained personal information, he was forcefully escorted out of the office, suspended, and threatened with arrest.

48. Renninger, through the assistance of his attorney, was able to negotiate a compromise whereby Renninger turned over his laptop in exchange for his being reinstated and gaining access to the personal information contained on his laptop.

49. On March 11, 2004, the Colsons and Eastern Engineered terminated Orth, effective immediately, purportedly for conduct disloyal to Eastern Engineered, which was a pretext for associational discrimination and retaliation for Orth's position regarding Eastern Engineered's handling of Renninger's claims.

50. Following Orth's termination, Renninger felt lost and hopeless in his situation with Eastern Engineered.

51. On or about March 15, 2004, Renninger had a conversation with Todd Lindsay (hereinafter "Lindsay"), Eastern Engineered's new president. Lindsay told Renninger that he felt the situation at Eastern Engineered was a hostile environment for Renninger. Lindsay also told Renninger that Lindsay "cannot get involved." Lindsay stated that all he could do is tell Eastern Engineered employees that Renninger is still vice-president.

52. Lindsay's promotion to President was a shock to Renninger because Steven Colson had previously indicated an intent to make Renninger President if something ever happened to Orth.

53. On March 19, 2004, counsel for Renninger sent a letter to counsel for Eastern Engineered setting forth, by reference to the February 27, 2004 correspondence, the intolerable conditions under which Renninger was employed, and again demanding remedy.

54. Eastern Engineered did not favorably respond to the demand, and on March 22, 2004, Renninger was forced to resign from Eastern Engineered as a result of the sexual harassment by Steven Colson on December 24, 2003, the failure to remediate it, and the retaliatory environment that surrounded Renninger at Eastern Engineered.

55. The unlawful employment practices complained of in the preceding paragraphs were intentional.

56. The unlawful practices complained of in the preceding paragraphs were done with malice or reckless indifference to the protected rights of Renninger.

57. Steven Colson, Douglas Colson, and Eastern Engineered, knowingly permitted conditions of discrimination in employment so intolerable that a reasonable person subjected to them would resign.

COUNT I
INTERVENOR'S CLAIMS UNDER
TITLE VII OF THE CIVIL RIGHTS ACT OF 1964
42 U.S.C. § 2000e et seq.
AGAINST DEFENDANT
EASTERN ENGINEERED WOOD PRODUCTS, INC.

58. Renninger incorporates by reference the allegations set forth in Paragraphs 1 through 57 of the foregoing Complaint in Intervention as though set forth fully herein.

59. Steven Colson conditioned the receipt of the promotion and bonus on Renninger's submission to Steven Colson's sexual advances.

60. As a result of Renninger's refusal of Steven Colson's sexual advances, he never received the officer status or the bonus program promised by Steven Colson.

61. Steven Colson is a co-owner (with brother Doug Colson) of Eastern Engineered and has the authority to dictate the salaries and promotions of his employees. Indeed, in Steven Colson's apology letter dated January 2004, he stated that "he was ready to put [Renninger] in charge if he could not get [Orth] to turn around."

62. Renninger did not get what he was promised in exchange for Steven Colson's sexual advances. Thus, Renninger suffered consequences that altered his compensation, terms, conditions and privileges of employment.

63. The acts and conduct of Eastern Engineered through its agents, officers and owners as stated above, including but not limited to, subjecting Renninger to quid pro quo harassment and retaliation for Renninger's complaint about Steven Colson's sexual harassment and other protected activities were in violation of Title VII of the Civil Rights Act of 1964, codified at 42 U.S.C. § 2000e et seq.

64. As a direct result of said willful and unlawful retaliatory practices of Eastern Engineered, Renninger has been harassed and deprived of equal employment opportunities and otherwise adversely affected in his status as an employee.

WHEREFORE, Plaintiff-Intervenor Jarrod L. Renninger, demands judgment in his favor and against Defendant Eastern Engineered Wood Products and requests this Court to grant relief as follows: award back pay with prejudgment interest, front pay, and compensatory damages for future losses; award damages for emotional distress, pain and suffering, mental anguish, loss of enjoyment of life and other non-pecuniary losses; award punitive damages, attorney's fees, and costs; and award any other relief that the Court deem necessary and just, as the result of Defendant Eastern Engineered Wood Products' unlawful conduct.

**COUNT II
INTERVENOR'S CLAIMS UNDER
THE PENNSYLVANIA HUMAN RELATIONS ACT 43 P.S. § 951 et seq.
AGAINST DEFENDANT
EASTERN ENGINEERED WOOD PRODUCTS, INC.**

65. Renninger incorporates by reference the allegations set forth in Paragraphs 1 through 64 of the foregoing Complaint in Intervention as though set forth fully herein.

66. The acts and conduct of Eastern Engineered through its agents, officers and owners as stated above, including but not limited to, subjecting Renninger to quid pro quo harassment and retaliation for Renninger's complaint about Steven Colson's sexual harassment and other protected activities were in violation of PHRA, 43 P.S. § 951 et seq.

67. As a direct result of said willful and unlawful retaliatory practices of Eastern Engineered, Renninger has been harassed and deprived of equal employment opportunities and otherwise adversely affected in his status as an employee.

WHEREFORE, Plaintiff-Intervenor Jarrod L. Renninger, demands judgment in his favor and against Defendant Eastern Engineered Wood Products and requests this Court to grant relief as follows: award back pay with prejudgment interest, front pay, and compensatory damages for future losses; award damages for emotional distress, pain and suffering, mental anguish, loss of enjoyment of life and other non-pecuniary losses; award attorney's fees, and costs; and award any other relief that the Court deem necessary and just, as the result of Defendant Eastern Engineered Wood Products' unlawful conduct.

**COUNT III
INTERVENOR'S CLAIMS UNDER
THE PENNSYLVANIA HUMAN RELATIONS ACT 43 P.S. § 951 et seq.
AGAINST DOUGLAS F. COLSON**

68. Renninger incorporates by reference the allegations set forth in Paragraphs 1 through 67 of the foregoing Complaint in Intervention as though set forth fully herein.

69. Douglas F. Colson attempted, directly or indirectly, to discriminate against Renninger for making a charge of sexual harassment against Steven Colson.

70. Douglas F. Colson aided, abetted, incited, compelled and/or coerced the unlawful discriminatory practices of Eastern Engineered as described above, including, but not limited to, subjecting Renninger to quid pro quo harassment and retaliation for Renninger's complaint about Steven Colson's sexual harassment and other protected activities in violation of in violation of PHRA, 43 P.S. § 955(e).

71. As a direct result of said willful and unlawful retaliatory practices of Eastern Engineered, Renninger has been harassed and deprived of equal employment opportunities and otherwise adversely affected in his status as an employee.

WHEREFORE, Plaintiff-Intervenor Jarrod L. Renninger, demands judgment in his favor and against Douglas F. Colson and requests this Court to grant relief as follows: award back pay with prejudgment interest, front pay, and compensatory damages for future losses; award damages for emotional distress, pain and suffering, mental anguish, loss of enjoyment of life and other non-pecuniary losses; award attorney's fees, and costs; and award any other relief that the Court deem necessary and just, as the result of Douglas F. Colson's unlawful conduct.

**COUNT IV
INTERVENOR'S CLAIMS UNDER
THE PENNSYLVANIA HUMAN RELATIONS ACT 43 P.S. § 951 et seq.
AGAINST STEVEN A. COLSON**

72. Renninger incorporates by reference the allegations set forth in Paragraphs 1 through 71 of the foregoing Complaint in Intervention as though set forth fully herein.

73. Steven A. Colson attempted, directly or indirectly, to discriminate against Renninger for making a charge of sexual harassment against Steven Colson.

74. Steven A. Colson caused, aided, abetted, incited, compelled and/or coerced the unlawful discriminatory practices of Eastern Engineered as described above, including, but not limited to, subjecting Renninger to quid pro quo harassment and retaliation for Renninger's complaint about Steven Colson's sexual harassment and other protected activities in violation of in violation of PHRA, 43 P.S. § 955(e).

75. As a direct result of said willful and unlawful retaliatory practices of Eastern Engineered, Renninger has been harassed and deprived of equal employment opportunities and otherwise adversely affected in his status as an employee.

WHEREFORE, Plaintiff-Intervenor Jarrod L. Renninger, demands judgment in his favor and against Steven A. Colson and requests this Court to grant relief as follows: award back pay with prejudgment interest, front pay, and compensatory damages for future losses; award damages for emotional distress, pain and suffering, mental anguish, loss of enjoyment of life and other non-pecuniary losses; award attorney's fees, and costs; and award any other relief that the Court deem necessary and just, as the result of Steven A. Colson's unlawful conduct.

**COUNT V
INTERVENOR'S CLAIM FOR BATTERY
AGAINST STEVEN A. COLSON**

76. Renninger incorporates by reference the allegations set forth in Paragraphs 1 through 75 of the foregoing Complaint in Intervention as though set forth fully herein.

77. Steven A. Colson, by his acts and/or omissions, intended to cause a harmful or offensive contact with the person of Plaintiff-Intervenor Renninger.

78. As a direct and proximate result of the Steven Colson's acts and omissions, Renninger suffered, and will continue to suffer injury and damages.

WHEREFORE, Plaintiff-Intervenor Jarrod L. Renninger, demands judgment in his favor and against Steven A. Colson and requests this Court to grant relief as follows: compensatory, consequential, and punitive damages; interest; and other such relief as this Court may deem just, proper and equitable.

JURY TRIAL DEMAND

The Plaintiff-Intervenor, Jarrod L. Renninger requests a jury trial on all questions of fact raised by his Complaint in Intervention.

Respectfully Submitted,

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Attorney for Jarrod L. Renninger

DATED: November 15, 2005