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Counsel for Plaintiff

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

KARA REIFSNYDER,
524 Bill Smith Boulevard
King of Prussia, PA 19406
Plaintiff,

v.

MONARCH STAFFING,
110 Baltimore Pike, Suite B
Springfield, PA 19064
Defendant.

: Civil Action No.
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: Complaint and Jury Demand
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CIVIL ACTION

Plaintiff, Kara Reifsnyder (hereinafter “Plaintiff”), by and through her attorney, Koller Law, LLC, bring this civil matter against Monarch Staffing (hereinafter “Defendant”), for violations of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”)/the Pregnancy Discrimination Act (“PDA”), the Pennsylvania Human Relations Act (“PHRA”) and the Pregnancy Workers Fairness Act (“PWFA”). In support thereof, Plaintiff avers as follows:

THE PARTIES

1. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
2. Plaintiff is an adult individual residing at the above captioned address.
3. Upon information and belief, Monarch Staffing is a staffing agency and recruitment

consulting firm with a location and a corporate headquarters located at 110 Baltimore Pike, Suite B, Springfield, PA 19064.

4. At all times relevant hereto, Defendant employed managers, supervisors, agents, and employees who Plaintiff alleges had the authority to make decisions concerning Plaintiff's employment. In making said decisions, these individuals engaged in the pattern and practice of discriminatory treatment, which forms the basis of Plaintiff's allegations in the instant Complaint.
5. At all times relevant hereto, Defendant employed managers, supervisors, agents, and employees who acted directly or indirectly in the interest of the employer. In so acting, these individuals engaged in the pattern and practice of discriminatory treatment, which forms the basis of Plaintiff's allegations in the instant Complaint.

JURISDICTION AND VENUE

6. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
7. The Court may properly maintain personal jurisdiction over Defendant because the Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction and comply with traditional notions of fair play and substantial justice, thus satisfying the standard set forth by the United States Supreme Court in International Shoe Co. v. Washington, 326 U.S. 310 (1945) and its progeny.
8. The Court may exercise original subject-matter jurisdiction over the instant action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) because it arises under the laws of the United States and seeks redress for violations of federal law.
9. The Court may also maintain supplemental jurisdiction over state law claims set forth herein pursuant to 28 U.S.C. § 1367(a) and Rule 18(a) of the Federal Rules of Civil Procedure

because they are sufficiently related to one or more claims within the Court's original jurisdiction that they form part of the same case or controversy.

10. Venue is properly laid in the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2) because Plaintiff is domiciled in this judicial district, the Defendant is located in this judicial district and because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

11. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
12. Plaintiff exhausted her administrative remedies under Title VII/PDA, the PHRA and the PWFA.
13. Plaintiff timely filed a Charge of Discrimination ("Charge") with the U.S. Equal Employment Opportunity Commission ("EEOC") alleging pregnancy discrimination, failure to accommodate and retaliation against Defendant.
14. The Charge was assigned a Charge Number 530-2024-03014 and was dual filed with the Pennsylvania Human Relations Commission ("PHRC").
15. The EEOC issued Plaintiff a Dismissal and Notice of Rights ("Right to Sue") relative to the Charge and that Notice is dated July 22, 2024. Plaintiff received the notice by electronic mail.
16. Prior to the filing of this action, Plaintiff notified the EEOC of her intent to proceed with a lawsuit in federal court.
17. Plaintiff files the instant Complaint within ninety (90) days of her receipt of her Right to Sue in this matter.
18. Plaintiff has exhausted her administrative remedies as to the allegations of this Complaint.

MATERIAL FACTS

19. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
20. In or around May 2021, Defendant hired Plaintiff.
21. The final position that Plaintiff held at Defendant was Talent Acquisition Specialist.
22. Plaintiff was well qualified for this position and performed well.
23. In or around May 2023, Plaintiff notified Ariel McNeill, Recruitment Manager, and Nick Pacitti, Vice President, that she was pregnant.
24. Plaintiff stated that she could continue to work without medical accommodations until her delivery.
25. Plaintiff's expected delivery date was December 4, 2023.
26. Plaintiff stated that she would need to take a maternity leave following her pregnancy, starting in or around December 2023.
27. Per Defendant's policies, Plaintiff would be entitled to thirteen (13) weeks of leave at 60% of Plaintiff's normal pay for her maternity leave.
28. In or around September 2023, Pacitti assigned Plaintiff's non-pregnant counterparts more tasks than Plaintiff.
29. For example, Pacitti assigned Stephanie Owens (non-pregnant), Recruiter, new clients to work with.
30. Plaintiff did not receive new client tasks.
31. Pacitti also assigned Annie Campbell (non-pregnant), Recruiter, special recruiting projects.
32. Plaintiff did not get assigned any special projects.
33. Pacitti also assigned Shakyra Johnson (non-pregnant), Talent Acquisition Specialist new clients and special projects.

34. In or around late September 2023, Plaintiff discussed her upcoming maternity leave with McNeill via Microsoft Teams messenger.
35. McNeill stated that Plaintiff did not need to fill out any paperwork regarding her maternity leave.
36. McNeill stated the maternity leave would automatically be approved by Defendant once Plaintiff gave birth.
37. In or around early October 2023, Samantha Quintero, Compliance Specialist, stated via video call that Plaintiff was likely not getting assigned tasks by Pacitti due to her upcoming maternity leave.
38. On or around October 9, 2023, Plaintiff attended a doctor's appointment related to her pregnancy.
39. Plaintiff's doctor informed her that she would likely need to fill out Short Term Disability (STD) paperwork for her maternity leave through her company.
40. Later that day, Plaintiff messaged McNeill again via Microsoft Team messaging.
41. Plaintiff stated that her doctor thought there was paperwork that needed to be filled out related to her leave request.
42. McNeill then changed her prior statement.
43. McNeill stated Defendant did need to submit STD paperwork to Defendant's broker on behalf of Plaintiff in order to obtain approval for the maternity leave.
44. Plaintiff requested that the paperwork reflect her due date of December 4, 2023 as the start date of her maternity leave.

45. The next morning, on or around October 10, 2023, McNeill messaged Plaintiff via Microsoft Teams that her STD paperwork to cover her maternity leave had been submitted to Defendant's broker.
46. Later that same day, McNeill, Pacitti and Laura Kasper, Owner, called Plaintiff via Microsoft Teams video call.
47. Kasper terminated Plaintiff's employment.
48. The alleged reason for termination was that Defendant could no longer keep Plaintiff around due to business needs.
49. Shortly after, McNeill and Pacitti called Plaintiff again, without Kasper on the call.
50. McNeill stated that Plaintiff might be able to return to Defendant after she gave birth, "if business needs dictate it."
51. Upon information and belief, Defendant had a business need and yet did not rehire Plaintiff.
52. Instead, Defendant posted a Business Development Manager job posting on Indeed about two (2) weeks after Plaintiff's termination.
53. Defendant discriminated against Plaintiff due to her pregnancy and retaliated against her for requesting maternity leave in violation of Title VII/PDA, and the PHRA, and failed to accommodate Plaintiff in violation of the PWFA.

COUNT I – GENDER/PREGNANCY DISCRIMINATION
TITLE VII OF THE CIVIL RIGHTS ACT OF 1990, AS AMENDED BY THE
PREGNANCY DISCRIMINATION ACT

54. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
55. Plaintiff is a member of a protected class in that she was pregnant.
56. Plaintiff was qualified to perform the job for which she was hired.
57. Defendant did not provide Plaintiff with a reasonable accommodation.

58. Defendant terminated Plaintiff's employment.
59. Circumstances exist related to the above cited adverse employment actions that give rise to an inference of discrimination
60. No legitimate, non-discriminatory reasons exist for the above cited adverse employment actions that Plaintiff suffered.
61. Defendant discriminated against Plaintiff on the basis of her pregnancy.
62. Defendant treated non-pregnant employees better than it treated Plaintiff.
63. Defendant has no legitimate non-discriminatory reason for its actions.
64. As a result of Defendant's unlawful disability discrimination, Plaintiff has suffered damages as set forth herein.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

**COUNT II – PREGNANCY DISCRIMINATION
PREGNANCY WORKERS FAIRNESS ACT**

65. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.
66. Plaintiff is a member of a protected class in that she was pregnant.
67. Plaintiff was qualified to perform the job for which she was hired.
68. Defendant did not provide Plaintiff with a reasonable accommodation.
69. Defendant terminated Plaintiff's employment.
70. Circumstances exist related to the above cited adverse employment actions that give rise to an inference of discrimination
71. No legitimate, non-discriminatory reasons exist for the above cited adverse employment actions that Plaintiff suffered.
72. Defendant discriminated against Plaintiff on the basis of her pregnancy.

73. Defendant treated non-pregnant employees better than it treated Plaintiff.

74. Defendant has no legitimate non-discriminatory reason for its actions.

75. As a result of Defendant's unlawful disability discrimination, Plaintiff has suffered damages as set forth herein.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

COUNT III – PREGNANCY DISCRIMINATION
PENNSYLVANIA HUMAN RELATIONS ACT

76. Plaintiff incorporates the preceding paragraphs as if set forth more fully at length herein.

77. Plaintiff is a member of a protected class in that she was pregnant.

78. Plaintiff was qualified to perform the job for which she was hired.

79. Defendant did not provide Plaintiff with a reasonable accommodation.

80. Defendant terminated Plaintiff's employment.

81. Circumstances exist related to the above cited adverse employment actions that give rise to an inference of discrimination.

82. No legitimate, non-discriminatory reasons exist for the above cited adverse employment actions that Plaintiff suffered.

83. Defendant discriminated against Plaintiff on the basis of her pregnancy.

84. Defendant treated non-pregnant employees better than it treated Plaintiff.

85. Defendant has no legitimate non-discriminatory reason for its actions.

86. As a result of Defendant's unlawful disability discrimination, Plaintiff has suffered damages as set forth herein.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

**COUNT IV – FAILURE TO ACCOMMODATE
PREGNANCY WORKERS FAIRNESS ACT**

87. Plaintiff incorporates all the above paragraphs as if they were set forth at length herein.
88. Plaintiff was pregnant.
89. Plaintiff was qualified for the position at issue.
90. Plaintiff was able to perform the essential functions of the job with a reasonable accommodation.
91. Accommodations were available and would have been effective and would not have posed an undue hardship to Defendant.
92. Despite being qualified for the position, Defendant subjected Plaintiff to adverse employment action(s), including, but not limited to, denying her request for a reasonable accommodation, refusing to engage in the interactive process, and terminating her employment.
93. The foregoing conduct by Defendant constitutes unlawful discrimination against Plaintiff because of her pregnancy.
94. As a result of Defendant's unlawful pregnancy discrimination, Plaintiff has suffered damages as set forth herein.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

**COUNT V – RETALIATION
TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE
PREGNANCY DISCRIMINATION ACT**

95. Plaintiff incorporates all the above paragraphs as if they were set forth at length herein.
96. Plaintiff engaged in activity protected by Title VII/PDA when she requested a reasonable accommodation due to her pregnancy in the form of maternity leave.

97. Thereafter, Defendant took adverse employment actions against Plaintiff, including, but not limited to, termination.

98. There exists a causal connection between Plaintiff's participation of the protected activity and the adverse employment action.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

COUNT VI – RETALIATION
PREGNANCY WORKERS FAIRNESS ACT

99. Plaintiff incorporates all the above paragraphs as if they were set forth at length herein.

100. Plaintiff engaged in activity protected by Title VII/PDA when she requested a reasonable accommodation due to her pregnancy in the form of maternity leave.

101. Thereafter, Defendant took adverse employment actions against Plaintiff, including, but not limited to, termination.

102. There exists a causal connection between Plaintiff's participation of the protected activity and the adverse employment action.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

COUNT VII – RETALIATION
PENNSYLVANIA HUMAN RELATIONS ACT

103. Plaintiff incorporates all the above paragraphs as if they were set forth at length herein.

104. Plaintiff engaged in activity protected by the PHRA when she requested a reasonable accommodation due to her pregnancy in the form of maternity leave.

105. Thereafter, Defendant took adverse employment actions against Plaintiff, including, but not limited to, termination.

106. There exists a causal connection between Plaintiff's participation of the protected activity and the adverse employment action.

WHEREFORE, Plaintiff seeks the damages set forth in the Prayer for Relief clause of this Complaint, *infra*.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Kara Reifsnyder, requests that the Court grant her the following relief against Defendant:

- (a) Compensatory damages;
- (b) Punitive damages;
- (c) Liquidated damages;
- (d) Emotional pain and suffering;
- (e) Reasonable attorneys' fees;
- (f) Recoverable costs;
- (g) Pre and post judgment interest;
- (h) An allowance to compensate for negative tax consequences;
- (i) A permanent injunction enjoining Defendant, its directors, officers, employees, agents, successors, heirs and assigns, and all persons in active concert or participation with it, from engaging in, ratifying, or refusing to correct, employment practices which discriminate in violation of Title VII/PDA, the PWFPA and the PHRA.
- (j) Order Defendant to institute and implement, and for its employees, to attend and/or otherwise participate in, training programs, policies, practices and programs which provide equal employment opportunities;
- (k) Order Defendant to remove and expunge, or to cause to be removed and expunged, all negative, discriminatory, and/or defamatory memoranda and documentation from Plaintiff's record of employment, including, but not limited, the pre-textual reasons cited for its adverse actions, disciplines, and termination; and
- (l) Awarding extraordinary, equitable and/or injunctive relief as permitted by law,

equity and the federal statutory provisions sued hereunder, pursuant to Rules 64 and 65 of the Federal Rules of Civil Procedure.

JURY TRIAL DEMAND

Demand is hereby made for a trial by jury as to all issues.

CERTIFICATION

I hereby certify that to the best of my knowledge and belief the above matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor at the present time is any other action or arbitration proceeding contemplated.

RESPECTFULLY SUBMITTED,

KOLLER LAW, LLC

Date: October 21, 2024

By: /s/ David M. Koller
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