

Current Trends in Enforcing the Pregnant Workers Fairness Act

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The Pregnant Workers Fairness Act (“PWFA”), which has been in effect since June 27, 2023, offers broader protections to workers for pregnancy and/or childbirth-related conditions. The PWFA requires employers with fifteen (15) or more employees to provide

reasonable accommodations for pregnancy, childbirth, or related medical conditions, unless the accommodation imposes an undue hardship on the employer.¹ On June 18, 2024, the Equal Employment Opportunity Commission’s (“EEOC”) final regulations implementing the PWFA became effective. The EEOC’s final regulations offer guidance to employers as to what a “reasonable accommodation” could be under the PWFA, and how employers should respond when faced with a request for a reasonable accommodation.²

Following the implementation of the final regulations, representatives of the EEOC have confirmed that protecting pregnant workers is a “strategic enforcement priority” for the agency.³ During the 2024 fiscal year, the EEOC received thousands of charges of discrimination that included claims under the PWFA.⁴ The EEOC also began utilizing its law enforcement authority to file its first PWFA lawsuit in federal district court.⁵ As with other charges of discrimination, the EEOC offers voluntary programs to resolve charges filed under the PWFA. Thus far, the EEOC has announced that it has successfully settled nearly a dozen charges pursuant to the PWFA.⁶

The EEOC Has Secured More Than \$450,000 and Other Relief for Pregnant Workers

In each of the ten cases that the EEOC has settled or conciliated under the PWFA, the EEOC has secured

monetary compensation for the complainant, and required the employer to take proactive steps to prevent future discrimination. Most employers were required to provide additional training to their staff about the PWFA and its protections. In some cases, the EEOC enjoined the employer from considering pregnancy or related conditions when making employment decisions, required additional annual or quarterly reporting to the agency, and mandated the appointment of an EEO coordinator. Below are summaries of the outcomes of each of the ten such cases:

- December 2025: the Miami Field Office conciliated a charge against Brandt Information Services, Inc. for terminating a pregnant employee after the employee requested two and a half months of unpaid leave as a reasonable accommodation. The conciliation agreement required Brandt to pay \$100,000 to the former employee, and to implement a new policy allowing employees to request leave as a reasonable accommodation – even if the employee did not qualify for leave under the Family Medical Leave Act (“FMLA”).⁷
- December 2025: the Miami Field Office conciliated a charge against Health and Behavior Dimensions, Inc., a non-profit organization, for refusing to engage in the interactive process with a pregnant employee and terminating her employment when she sought a reasonable accommodation. The organization was required to pay \$35,000 to the former employee, provide training to all employees, and report annually to the EEOC on discrimination complaints it received.⁸
- July 2025: the EEOC entered into a two-year consent decree with Polaris Industries, Inc. to settle a federal lawsuit filed in 2024 (*EEOC v. Polaris Industries*,

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Inc., N.D. Ala. Case No. 5:24-cv-1305). The lawsuit alleged that a pregnant employee was (1) required to work more than forty hours per week against physician-imposed work restrictions, (2) penalized for pregnancy-related absences and medical appointments, and (3) threatened with termination if the employee accumulated any additional attendance points. Ultimately, the employee resigned to avoid the termination of her employment. The consent decree required Polaris to pay \$55,000 to the employee for lost earnings and compensatory damages, to improve its policies and practices, and provide training to its employees about the PWFA.⁹

- April 2025: the EEOC entered into a three-year consent decree with Amelia Springs Assisted Living to settle a federal lawsuit filed in 2023 (*EEOC v. Florida Care ALF of Amelia Island, Inc.*, M.D. Fla. Case No. 3:23-cv-1130). The lawsuit alleged that a temporary employee was fired after management learned of her pregnancy. Although the lawsuit was filed under the Pregnancy Discrimination Act (“PDA”) and Title VII of the Civil Rights Act of 1964 (“Title VII”), and not the PWFA, the consent decree still required the employer to pay \$20,000 in damages, amend its policies to protect pregnant employees, provide training on pregnancy discrimination and protections available under the PWFA, report to the EEOC, post notices, and submit to an injunction preventing the consideration of an employee’s pregnancy or ability to become pregnant when making employment decisions.¹⁰
- April 2025: the EEOC entered into a two-year consent decree with Kurt Bluemel Inc. to settle a federal lawsuit filed in 2024 (*EEOC v. Kurt Bluemel*, D. Md. Case No. 1:24-cv-2816). The lawsuit alleged a pregnant employee requested maternity leave with the expectation of returning to work, but when attempting to return three months later, the employee was told there was no work available – despite the employer’s hiring of new, non-pregnant employees before and after her return-to-work attempt. The consent decree required Kurt Bluemel Inc. to pay \$40,000 to the employee, implement and disseminate a policy

prohibiting pregnancy discrimination, provide training on that policy and on the PWFA, post a remedial notice about the settlement, and submit to an injunction preventing further pregnancy discrimination.¹¹

- October 2024: the Miami District conciliated a charge against Sailormen, Inc., doing business as a Popeye’s Chicken & Biscuits, for terminating a pregnant worker’s employment upon belief that the employee would need accommodations to perform her job duties. The employer was required to compensate the former employee, train all employees on pregnancy discrimination, revise its practices and policies, appoint an EEO coordinator to ensure the revised policies’ compliance with the PWFA, and annually report complaints of discrimination to the EEOC.¹²
- October 2024: the EEOC entered into a three-year consent decree with Lago Mar Resort & Beach Club to settle a federal lawsuit filed in 2024 (*EEOC v. Lago Mar Properties, Inc.*, S.D. Fla. Case No. 0:24-cv-61812). The lawsuit alleged that an employee was fired shortly after requesting leave to recover and grieve from a stillbirth that occurred during her fifth month of pregnancy. The consent decree required Lago Mar to pay \$100,000 in damages to the former employee, revise its reasonable accommodation policies to comply with the PWFA and the Americans with Disabilities Act (“ADA”), appoint an EEO coordinator, train its employees, and report any complaint of discrimination to the EEOC.¹³
- October 2024: the Detroit Field Office entered into a conciliation agreement with Family Fresh Harvesting, LLC, a farm labor contractor who provides temporary visas to agricultural workers, to resolve a pregnancy discrimination charge. The charge alleged that a pregnant employee was fired and sent back to Mexico after she requested unpaid time off to attend pregnancy-related medical appointments. The agreement required Family Fresh Harvesting, LLC to compensate the former employee for damages, train its employees at the start of each work season, and send electronic notices in

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English and Spanish to all employees affirming its commitment to provide reasonable accommodations to pregnant employees and hire employees irrespective of their sex or pregnancy¹⁴

- September 2024: the New Orleans Field Office entered into a three-year consent decree with Gracious Bakery & Café to settle a federal lawsuit filed in 2024 (*EEOC v. Gracious, LLC d/b/a Gracious Bakery & Café*, E.D. La. Case No. 2:24-cv-418). The lawsuit alleged that Gracious Bakery terminated a pregnant woman's employment after missing two shifts for pregnancy-related emergency medical treatment, and her managers believed that her pregnancy complications created a "reliability" issue. The consent decree required Gracious Bakery to pay the former employee \$46,500 in back pay and damages, revise its policies, conduct annual training, post notices affirming its PWFA obligations, and provide regular reports to the EEOC regarding pregnant workers and applicants.¹⁵
- September 2024: The Tampa Field Office entered into a conciliation agreement with ABC Pest Control, Inc. to resolve a charge alleging a pregnant employee was fired after requesting to attend monthly pregnancy-related medical appointments. ABC Pest Control agreed to pay \$47,480 to the former employee, revise its employment policies to include making reasonable accommodations under the PWFA, provide training, appoint an EEO coordinator, and provide quarterly reporting to the EEOC on requests for accommodations and discrimination complaints.¹⁶

The EEOC is Currently Litigating Almost a Dozen PWFA Cases Nationwide

Although the EEOC has resolved some PWFA charges through voluntary settlement or conciliation, nearly a dozen lawsuits filed by the EEOC remain pending in federal district courts. Below are summaries of the allegations in each of the cases:

- *EEOC v. Hotel Equities Group, LLC*, N.D. Ill. Case No. 1:26-cv-01217 (alleging that a pregnant front desk clerk was initially provided with a suitable chair as a reasonable accommodation, but management later

replaced it with a less-desirable stool, discouraged her from using it, and ultimately discharged her).¹⁷

- *EEOC v. U.S. Steel*, D. Minn. Case No. 0:25-cv-04721 (alleging that a pregnant mining equipment operator needed an accommodation to cease working with the most physically jarring machinery during her high-risk pregnancy, but instead, U.S. Steel placed the employee on involuntary leave for several weeks, and later reassigned the employee for the remainder of her pregnancy to work inconsistent with both her medical restrictions and job description with reduced earning potential).¹⁸
- *EEOC v. Option Care Health, Inc.*, D. Mass. Case No. 1:25-cv-12817 (alleging that Option Care refused to grant a nurse's request to temporarily limit her assignments to patients closer to her home and conduct virtual visits to accommodate her pregnancy symptoms, leading to the nurse's forced resignation).¹⁹
- *EEOC v. R&L Carriers Shared Services, LLC*, N.D. Ill. Case No. 1:25-cv-11121 (following a subpoena-enforcement action,²⁰ the EEOC filed suit against R&L Carriers, a freight shipping company, for allegedly forcing a pregnant truck driver to take leave rather than work during her pregnancy with a 20-pound lifting restriction).²¹
- *EEOC v. Blue Island SLF, LLC d/b/a Prairie Green at Fay's Point*, N.D. Ill. Case No. 1:25-cv-11111 (alleging that an employee was fired after disclosing her pregnancy and requesting a 20-pound lifting restriction as an accommodation).²²
- *EEOC v. Roland Park SNF Operations, LLC*, et al., D. Md. Case No. 1:25-cv-2986 (alleging that a skilled nursing facility refused to provide light- or modified-duty accommodations to a certified nursing assistant for pregnancy; instead, the facility terminated her employment and advised her to reapply for a position following her pregnancy).²³

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- *EEOC v. Smithfield Fresh Meats Corp.*, E.D.N.C. Case No. 7:25-cv-1410 (alleging that a newly-hired employee, who was involved in a workplace accident, required medical attention for pregnancy-related complications and requested a lifting restriction to continue working, but the employer refused to provide the accommodation, placed her on unpaid leave, and terminated her employment two weeks later).²⁴
- *EEOC v. PT Administrative Services LLC d/b/a JAG Physical Therapy*, E.D.N.Y. Case No. 1:25-cv-03615 (alleging that a patient services coordinator's employment was terminated immediately after she inquired about leave and/or altering her work schedule to accommodate her physical recovery from childbirth and facilitate lactation).²⁵
- *EEOC v. Security Assurance Management Inc.*, D.D.C. Case No. 1:25-cv-00181 (alleging lactation-related accommodations were not provided and, as a result, the employee leaked through her uniform, was forced to pump in the car and missed work, faced discipline for lactation-related absences, and was not scheduled for any other shifts thereafter).²⁶ Notably, Defendant Security Assurance Management, Inc. moved for partial dismissal of "superfluous" PWFA claims, stating that plaintiff "excessively asserted five separate PWFA claims."²⁷ Defendant argued that the five PWFA claims were duplicative because they related to the same facts, alleged the same type of harm, and sought the same types of damages.²⁸ The district court denied the motion for partial dismissal, finding the claims were not duplicative as they arose from different allegations (i.e., asserted different motivations for Defendant's allegedly unlawful conduct) and were to be analyzed under separate legal standards.²⁹
- *EEOC v. Urologic Specialists of Oklahoma, Inc.*, N.D. Okla. Case No. 4:24-cv-0452 (alleging that a medical practice forced an employee to take unpaid leave – rather than continue working with accommodations to sit, take breaks, or work part-time for her high-risk pregnancy – and refused to guarantee the employee would have breaks to express breastmilk

upon her return, leading to the termination of her employment).³⁰ Notably, on February 13, 2026, the Parties jointly moved to enter a four-year consent decree whereby Urologic Specialists must: (a) cease denying reasonable accommodations under the PWFA, unless it can demonstrate undue hardship on the operation of its business; (b) cease taking adverse employment actions against employees for requesting or using a reasonable accommodation; (c) cease denying reasonable accommodations under the ADA; (d) cease retaliating against employees related to the PWFA or ADA; (e) pay the affected employee \$10,000 designated as backpay, and \$80,000 designated as nonpecuniary compensatory damages; (f) update its policies and procedures; (g) post copies of its updated policies in all physical and online locations; (h) train its staff semi-annually on the PWFA and ADA; (i) make postings of a notice that "Federal law prohibits pregnancy and disability discrimination in employment"; and (j) report to the EEOC quarterly.³¹ As of the drafting date of this article, the motion remains pending.

- *EEOC v. Wabash National Corporation*, W.D. Ky. Case No. 5:24-cv-00148-BJB (alleging that after a pregnant employee's request to transfer to a role that did not require her lie on her stomach was denied, she was required to take unpaid leave and, ultimately, forced to resign at nearly eight months pregnant because she was given no choice but to return to her position without modification).³²

Each of the EEOC actions – whether the action has been resolved or remains pending in federal district court – suggest that the EEOC is focused on remedying the denial of pregnancy-related accommodations that resulted in termination or constructive discharge. Nevertheless, even where termination of employment does not occur, an employer may still be liable under the PWFA for denying a request for reasonable accommodation absent undue hardship.

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Private Parties Have Also Sought to Enforce the PWFA Within Sixth Circuit District Courts

Private parties have also sought redress in federal courts for violations of the PWFA. Two recent decisions from Sixth Circuit district courts – *Varney v. Health Carousel, LLC* and *Payne v. Western Michigan University* – demonstrate that plaintiffs can assert multiple theories of PWFA claims, which may overlap with other causes of action.

For instance, in *Varney*, the Southern District of Ohio denied Health Carousel, LLC’s motion to dismiss three separate PWFA claims for failure-to-accommodate, interference with rights, and retaliation related to lactation. *Varney*, No. 1:24-cv-624, 2025 U.S. Dist. LEXIS 175632 (S.D. Ohio Sept. 9, 2025). As for the failure-to-accommodate claim, even though the plaintiff may have been provided with break time and space to express breast milk, the court recognized that the employer denied plaintiff’s request for a modified work schedule, and “refused to engage in the interactive process to identify alternative accommodations.” *Id.* at *17. Regarding the interference claim, the court found that plaintiff plausibly stated a claim that her manager “routinely interfered by criticizing and harassing her for the length of pumping breaks in order to intimidate and coerce her into taking shorter pumping breaks.” *Id.* at *18. Because the text of 42 U.S.C. § 2000gg-2(f)(2) “covers both the exercise and enjoyment of the rights in question,” the court permitted the interference claim to move forward. *Id.* Finally, as to the retaliation claim, the plaintiff alleged that her manager retaliated against her for reporting lactation harassment by (1) intensifying scrutiny of the length of her pumping breaks, (2) being overly critical of her work, and (3) assigning more work than she should complete. *Id.* at *3. The court found that these allegations sufficiently pled a retaliation claim not only under the PWFA, but also Title VII, the PUMP Act, and Ohio law. *Id.* at *14-16, 19-20. Thus, the motion to dismiss was denied in its entirety. *Id.* at *20.

By contrast, in *Payne*, the Western District of Michigan granted summary judgment in favor of Western Michigan University (“WMU”) on plaintiff’s failure-to-accommodate PWFA claim. *Payne*, No. 1:24-cv-814, 2025 U.S. Dist.

LEXIS 223694 (W.D. Mich. Nov. 13, 2025). Plaintiff’s complaint alleged that she was fired only five months after hire because she was pregnant, but WMU contended that her employment was terminated for poor performance. *Id.* at *1. Regarding the PWFA claim, plaintiff alleged that she presented a doctor’s note to her supervisors (informing her supervisors that she was suffering from nausea and vomiting), and requested to be excused from work on the day of her doctor’s visit. *Id.* at *25. Similar to the ADA, to survive summary judgment on a PWFA failure-to-accommodate claim, a plaintiff must present evidence that she is a qualified individual, (2) her employer was aware of her limitation, and (3) her employer failed to reasonably accommodate the limitation. *Id.* at *24. Plaintiff’s claim failed on the second prong. *Id.* The court found that plaintiff never informed her supervisors that she needed further accommodations for her pregnancy, or that her pregnancy was making it more difficult for her to fulfill her job duties. *Id.* at *25-26. The court granted summary judgment in favor of WMU on all claims. *Id.* at *26. Although plaintiff appealed the summary-judgment decision to the Sixth Circuit, the Parties ultimately dismissed the appeal with prejudice.³³

While *Varney* suggests that district courts may be hesitant to grant early dismissal of PWFA claims alleging denial of a reasonable accommodation or adverse employment action, *Payne* illustrates that employers may obtain summary judgment and defeat PWFA claims if an employee failed to make known a need for accommodations because of pregnancy or related conditions.

Key Takeaways

Since the EEOC’s final regulations implementing the PWFA became effective, there has been an increase in the number of enforcement actions from both the EEOC and private parties. Legal practitioners can expect this trend to continue as implementation and enforcement of the PWFA remains one of the EEOC’s priorities.

The PWFA was enacted to provide broader protection to workers for not only pregnancy, but for other childbirth-

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related conditions. Employers must be flexible in providing reasonable accommodations under the PWFA for such conditions, including stillbirth and lactation, unless the employer can demonstrate undue hardship. Understanding how the PWFA compliments (and differs from) other federal and state laws, including the ADA, PDA, Title VII, the PUMP Act, and Ohio Revised Code Chapter 4112, will enable labor and employment attorneys to effectively advise clients as they are faced with reasonable accommodations requests from their employees.

ENDNOTES

1. See generally 42 U.S.C. § 2000gg et seq. “Undue hardship” under the PWFA has the same meaning as it does under the ADA. *Trego v. Penske Logistics, LLC*, No. 3:24-cv-00460, 2026 U.S. Dist. LEXIS 30319, *65 (M.D. Tenn. Feb. 12, 2026) (citing 42 U.S.C. § 2000gg(7), which incorporates by reference the definition provided in 42 U.S.C. § 12111).
2. See generally 29 C.F.R. § 1639; see also Christina L. Corl and Jacob H. Levine, *Implementing the Pregnant Workers Fairness Act: Key Insights for Legal Practitioners*, 19 OACTA QUARTERLY REVIEW 4 (Fall 2024) (analyzing the EEOC’s final regulations and suggesting best practices for employers implementing the PWFA).
3. EEOC PRESS RELEASE: *EEOC Sues Wabash National for Pregnancy Discrimination* (Sept. 10, 2024), <https://www.eeoc.gov/newsroom/eeoc-sues-wabash-national-pregnancy-discrimination> (quoting former EEOC Chair Charlotte A. Burrows).
4. EEOC PRESS RELEASE: *EEOC Issues Agency Financial Report for Fiscal Year 2024* (Nov. 15, 2024), <https://www.eeoc.gov/newsroom/eeoc-issues-agency-financial-report-fiscal-year-2024>.
5. *Id.*
6. See generally EEOC PRESS RELEASES from September 2024 through December 2025, *infra*.
7. EEOC PRESS RELEASE: *EEOC Recovers \$135,000 for Florida Employees Under Pregnant Workers Fairness Act* (Dec. 29, 2025), <https://www.eeoc.gov/newsroom/eeoc-recovers-135000-florida-employees-under-pregnant-workers-fairness-act>.
8. *Id.*
9. EEOC PRESS RELEASE: *Polaris Industries to Pay \$55,000 in EEOC Pregnancy Suit* (July 23, 2025), <https://www.eeoc.gov/newsroom/polaris-industries-pay-55000-eeoc-pregnancy-suit>; see also EEOC PRESS RELEASE: *EEOC Sues Two Employers Under the Pregnant Workers Fairness Act* (Sept. 26, 2024), <https://www.eeoc.gov/newsroom/eeoc-sues-two-employers-under-pregnant-workers-fairness-act>.
10. EEOC PRESS RELEASE: *Amelia Springs to Pay \$20,000 in EEOC Pregnancy Discrimination Lawsuit* (Apr. 3, 2025), <https://www.eeoc.gov/newsroom/amelia-springs-pay-20000-eeoc-pregnancy-discrimination-lawsuit>.
11. EEOC PRESS RELEASE: *Kurt Bluemel Inc. to Pay \$40,000 in EEOC Pregnancy Discrimination Suit* (Apr. 3, 2025), <https://www.eeoc.gov/newsroom/kurt-bluemel-inc-pay-40000-eeoc-pregnancy-discrimination-suit>.
12. EEOC PRESS RELEASE: *Sailormen, Inc. / Popeye’s Conciliates EEOC Pregnant Workers Fairness Act Charge* (Oct. 11, 2024), <https://www.eeoc.gov/newsroom/sailormen-inc-popeyes-conciliates-eeoc-pregnant-workers-fairness-act-charge>.
13. EEOC PRESS RELEASE: *Lago Mar Restaurant & Beach Club to Pay \$100,000 in EEOC Pregnant Workers Fairness Act Suit* (Oct. 11, 2024), <https://www.eeoc.gov/newsroom/lago-mar-resort-beach-club-pay-100000-eeoc-pregnant-workers-fairness-act-suit>.
14. EEOC PRESS RELEASE: *Family Fresh Harvesting Conciliates EEOC Pregnancy Discrimination Charge* (Oct. 10, 2024), <https://www.eeoc.gov/newsroom/family-fresh-harvesting-conciliates-eeoc-pregnancy-discrimination-charge>.
15. EEOC PRESS RELEASE: *Gracious Bakery to Pay \$46,500 in EEOC Pregnancy Discrimination Lawsuit* (Sept. 27, 2024), <https://www.eeoc.gov/newsroom/gracious-bakery-pay-46500-eeoc-pregnancy-discrimination-lawsuit>.
16. EEOC PRESS RELEASE: *ABC Pest Control, Inc. Conciliates Pregnant Workers Fairness Act Charge* (Sept. 11, 2024), <https://www.eeoc.gov/newsroom/abc-pest-control-inc-conciliates-pregnant-workers-fairness-act-charge>.
17. EEOC PRESS RELEASE: *EEOC Sues Hotel Equities for Pregnancy and Religious Discrimination, Retaliation* (Feb. 4, 2026), <https://www.eeoc.gov/newsroom/eeoc-sues-hotel-equities-pregnancy-and-religious-discrimination-retaliation>.
18. EEOC PRESS RELEASE: *EEOC Sues U.S. Steel for Pregnancy Discrimination and Retaliation* (Dec. 23, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-us-steel-pregnancy-discrimination-and-retaliation>.
19. EEOC PRESS RELEASE: *EEOC Sues Option Care Health, Inc. for Pregnancy Discrimination* (Sept. 30, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-option-care-health-inc-pregnancy-discrimination>.
20. On January 16, 2025, the EEOC filed an action against R&L, requesting an order to show cause as to why a subpoena *duces tecum* issued to R&L concerning Charge No. 440-2023-08119 should not be enforced. See Application for an Order to Show Cause Why a Subpoena Should Not Be Enforced and Memorandum in Support, *EEOC v. R&L Carriers Shared Services, LLC*, Case No. 1:25cv528 (N.D. Ill. Jan. 16, 2025), ECF Nos. 1 and 3. The EEOC voluntarily dismissed the show cause action without prejudice before the show cause hearing took place. See *id.*, Minute Entry, ECF No. 16 (striking the show cause hearing set for March 13, 2025). Based on these proceedings, it is unclear whether the EEOC obtained the records sought by the subpoena prior to voluntarily dismissing the action. See *id.*; see also EEOC PRESS RELEASE: *EEOC Files Agency’s First Subpoena Enforcement Action Under the Pregnant Workers Fairness Act* (Apr. 8, 2025), <https://www.eeoc.gov/newsroom/eeoc-files-agencys-first-subpoena-enforcement-action-under-pregnant-workers-fairness-act>.
21. EEOC PRESS RELEASE: *EEOC Sues Two Businesses Operating in the Chicago Area Under the Pregnant Workers Fairness Act* (Sept. 16, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-two-businesses-operating-chicago-area-under-pregnant-workers-fairness-act>.
22. *Id.*

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23. EEOC PRESS RELEASE: *EEOC Sues Roland Park Rehabilitation and Healthcare Center and Atlas Healthcare for Sex and Pregnancy Discrimination* (Sept. 11, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-roland-park-rehabilitation-and-healthcare-center-and-atlas-healthcare-sex-and>.
24. EEOC PRESS RELEASE: *EEOC Sues Smithfield Fresh Meats Corp. for Pregnancy Discrimination* (Aug. 19, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-smithfield-fresh-meats-corp-pregnancy-discrimination>.
25. EEOC PRESS RELEASE: *EEOC Sues Physical Therapy Chain for Pregnancy Discrimination* (June 16, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-physical-therapy-chain-pregnancy-discrimination>.
26. EEOC PRESS RELEASE: *EEOC Sues Security Assurance Management for Sex and Pregnancy Discrimination* (Feb. 28, 2025), <https://www.eeoc.gov/newsroom/eeoc-sues-security-assurance-management-sex-and-pregnancy-discrimination>.
27. See Partial Motion to Dismiss, *EEOC v. Security Assurance Management, Inc.*, No. 1:25-cv-181 (D.D.C. Mar. 20, 2025), ECF No. 9, at p. 3.
28. See *id.* at pp. 3-7 (arguing, among other things, that Count Two (“Adverse Actions on Account of Requesting Reasonable Accommodations in Violation of the PWFA”), Count Four (PWFA Retaliation), Count Three (“Denial of Employment Opportunities Based on the Need to Make Reasonable Accommodations in Violation of the PWFA”), and Count Five (Interference with Rights Under the PWFA) were duplicative and encompassed by Count One (Failure to Accommodate Under the PWFA)).
29. *United States EEOC v. Sec. Assur. Mgmt.*, No. 25-00181 (RC), 2025 U.S. Dist. LEXIS 202502 (D.D.C. Oct. 14, 2025).
30. EEOC PRESS RELEASE: *EEOC Sues Two Employers Under the Pregnant Workers Fairness Act* (Sept. 26, 2024), <https://www.eeoc.gov/newsroom/eeoc-sues-two-employers-under-pregnant-workers-fairness-act>.
31. See Joint Motion to Enter Consent Decree, *EEOC v. Urologic Specialists of Oklahoma, Inc.*, No. 4:24-cv-452 (D. Okla. Feb. 13, 2026), ECF No. 47.
32. EEOC PRESS RELEASE: *EEOC Sues Wabash National for Pregnancy Discrimination* (Sept. 10, 2024), <https://www.eeoc.gov/newsroom/eeoc-sues-wabash-national-pregnancy-discrimination>.
33. See Order, *Payne v. Western Michigan University*, No. 25-2137 (6th Cir. Feb. 2, 2026), ECF No. 13.

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