

<p>CHARGE OF DISCRIMINATION</p> <p><small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small></p>	<p>Charge Presented to: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC</p>
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_____ and EEOC
State or local Agency, if any

Name <i>(indicate Mr. Ms. Mrs.)</i> Michael Ronsini	Home Phone (Incl. Area Code) [REDACTED]	Date of Birth [REDACTED]
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Street Address [REDACTED]	City, State and ZIP Code
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Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I believe Discriminated Against Me or Others. *(If more than two, list under PARTICULARS below.)*

Name Gap, Inc.	No. Employees, Members 82,000	Phone No. (Include Area Code) 646-866-5850
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Street Address 2 Folsom Street, San Francisco, CA 94105	City, State and ZIP Code
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Name	No. Employees, Members	Phone No. (Include Area Code)
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Street Address	City, State and ZIP Code
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<p>DISCRIMINATION BASED ON <i>(Check appropriate box(es).)</i></p> <p><input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN</p> <p><input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER <i>(Specify below.)</i></p>	<p>DATE(S) DISCRIMINATION TOOK PLACE</p> <p style="text-align: center;">Earliest (ADEA/EPA) Latest (All)</p> <p style="text-align: right;">January 1, 2025</p> <p><input checked="" type="checkbox"/> CONTINUING ACTION</p>
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THE PARTICULARS ARE *(If additional paper is needed, attached extra sheet(s))*:

Please see the attached narrative statement of facts

<p><input checked="" type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p>	<p>NOTARY – <i>When necessary for State and Local Agency Requirements</i></p>
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<p>I declare under penalty of perjury that the above is true and correct.</p> <p><u>09/09/2025</u> Date</p> <p style="text-align: center;"><u></u> <small>Michael Ronsini (Sep 9, 2025 15:19:43 EDT)</small> Charging Party Signature</p>	<p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLAINANT</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE <i>(month, day, year)</i></p>
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**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE**

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MICHAEL RONSINI,

Claimant,

-against-

GAP INC.

Respondent.

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**EEOC CHARGE
OF DISCRIMINATION:
NARRATIVE STATEMENT**

Charging Party Michael Ronsini hereby alleges the following against Gap Inc. ("Gap" or the "Company") in support of his claims of discrimination, harassment, and retaliation based on gender/sex (male), perceived sexual orientation in violation of Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII")); and the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. ("NYSHRL"), the compendium of which gives rise to compensatory damages based on lost wages and emotional distress, as well as punitive damages, interest, attorneys' fees, and legal costs.

NARRATIVE STATEMENT OF MATERIAL FACTS

Preliminaries

1. At all times relevant hereto, Charging Party Michael Ronsini ("Charging Party") has been a resident of the State of New York and Orange County.

2. At all times relevant hereto, Respondent Gap, Inc. is a privately held corporation with its headquarters at 2 Folsom Street, San Francisco, CA 94105, which maintains operations at its New York campus where Charging Party provided services.

3. Upon information and belief, Respondents employ approximately 82,000 employees on a full-time or full-time equivalent basis and thus is subject to the statutes upon which Charging Party is proceeding herein.

Material Facts

I. Charging Party's Illustrious Career in the Landscaping Industry

4. For over five years, Michael Ronsini has been the driving force behind Two Brothers Property Maintenance, a company known for delivering exceptional landscaping and snow removal services to high-profile clients, including Gap Inc.

5. Throughout this time, Mr. Ronsini built a sterling reputation within the industry, widely recognized for his meticulous attention to detail, commitment to excellence, and unwavering professionalism.

6. His work on Gap's New York campus consistently met or exceeded all contractual expectations, earning him continuous praise from previous Gap managers, such as Victor Furst and Marley (last name unknown).

7. Under Mr. Ronsini's leadership, Two Brothers became integral to maintaining the aesthetic and operational integrity of Gap's campus, particularly during harsh winter conditions when his snow removal efforts ensured the safety of Gap's employees and visitors.

8. Despite challenging circumstances, Mr. Ronsini's team always delivered prompt, reliable service, minimizing disruptions and ensuring that Gap's campus remained functional year-round.

9. His relationship with Gap had been marked by a strong partnership built on mutual respect and collaboration—until August 2023, when Eamonn Egan assumed the role of Senior Maintenance Manager, becoming Mr. Ronsini's direct supervisor.

10. From that point forward, Mr. Egan's hostile and abusive behavior created a toxic work environment that irreparably damaged what had previously been a highly successful and harmonious business relationship.

11. The working relationship between Gap and Mr. Ronsini constituted an employer-employee relationship under applicable federal and state anti-discrimination laws, as evidenced by Gap's extensive control over the manner, means, and methods of Mr. Ronsini's work performance.

12. Gap exercised quintessential employer control over Mr. Ronsini's daily operations by designating supervisors, including Mr. Egan as "Senior Maintenance Manager," who directly oversaw, monitored, and controlled every aspect of Mr. Ronsini's work activities, work schedule, work methods, and work quality—authority typically reserved for employers managing their employees.

13. Gap treated Mr. Ronsini's landscaping and snow removal services as integral and essential components of its core business operations, relying on his continuous availability to ensure employee safety, maintain professional campus appearance, and support uninterrupted business functionality—demonstrating that his work was part of Gap's regular business operations rather than specialized external services.

14. The substantial duration and permanency of the five-year relationship, during which Gap continuously renewed and expanded Mr. Ronsini's responsibilities from seasonal to year-round requirements, created an employment-like dependence and stability that transcended typical independent contractor project-based arrangements.

15. Gap exercised employer-level control over Mr. Ronsini's work location by requiring his exclusive presence at Gap's New York campus, providing permanent on-site equipment storage facilities, and treating his equipment as company property subject to Gap's

control and removal deadlines—creating a fixed workplace relationship identical to traditional employment.

16. Gap demonstrated employer authority by unilaterally modifying the terms and scope of Mr. Ronsini's work, including converting seasonal landscaping to year-round obligations, mandating specific materials and procedures, assigning additional safety responsibilities, and imposing new administrative requirements—exercising the right to assign additional projects and dictate work methods characteristic of employer-employee relationships.

17. The method and structure of compensation, whereby Gap paid Mr. Ronsini for continuous availability and ongoing facility maintenance services rather than discrete project completion, created economic dependence and payment regularity resembling traditional employment compensation rather than independent contractor fee arrangements.

18. Gap's imposition of daily sign-in and sign-out requirements for Mr. Ronsini's crew, previously unnecessary during five years of service, demonstrates employer-like control over work schedules, employee time management, and workforce supervision extending beyond the scope of typical independent contractor relationships.

19. The integration of Mr. Ronsini's services into Gap's daily business operations, including coordination with Gap's facility management, adherence to Gap's safety protocols, and accountability to Gap's supervisory hierarchy, further evidences an employment relationship rather than an arms-length independent contractor arrangement.

II. Charging Party is Sexually Harassed and Subjected to a Hostile Work Environment

20. Mr. Egan's abusive behavior began with a highly inappropriate and offensive comment made between August 18-21, 2023.

21. In the presence of other employees, Mr. Egan stated that without his job, Mr. Ronsini would be **"sucking dick for beer money."**

22. This vile, degrading, and defamatory remark was not only demeaning but also intended to humiliate Mr. Ronsini and establish a power dynamic in which Mr. Egan held undue influence over him.

23. Mr. Ronsini immediately expressed to Mr. Egan that he would not condone such offensive and vulgar comments being made about him.

24. The harassment did not stop there, Mr. Egan took any opportunity to harass, vilify, and undermine Mr. Ronsini at every turn.

25. Mr. Egan began fabricating false complaints about the quality of Mr. Ronsini's work on December 1, 2023, Mr. Egan accused Mr. Ronsini of being in breach of contract, citing supposed failures to maintain landscaping beds, improper equipment storage, and property damage.

26. These claims were wholly without merit, as Mr. Ronsini had consistently exceeded all contractual obligations. Furthermore, any minor damages that had occurred over the years were promptly repaired at Mr. Ronsini's own expense.

27. On December 7, 2023, during a meeting in the Gap parking lot, Mr. Egan further escalated his hostile behavior.

28. In the presence of Justin North, a vendor, and one of Mr. Ronsini's employees, Mr. Egan used other vulgar language to demean Mr. Ronsini, stating that his **"fucking boss had his nuts in a vice"** and accusing Mr. Ronsini of **"fucking him over."**

29. These comments, made in front of witnesses, were deeply humiliating and left Mr. Ronsini feeling disrespected and professionally undermined.

30. The combination of sexually explicit language, aggressive tone, and public humiliation created an intolerable working environment for Mr. Ronsini.

31. Despite his efforts to maintain professionalism, Mr. Egan's behavior significantly impacted Mr. Ronsini's ability to perform his duties effectively, as the constant harassment weighed heavily on his mental and emotional well-being.

III. Charging Party Alerts His Supervisors About the Sexual Harassment, and He is Retaliated Against, Cumulating in His Termination

32. After enduring months of sexual harassment and hostility, on December 13, 2023, Mr. Ronsini reported Mr. Egan's conduct to Lauren Dupuis, Category Manager II.

33. Rather than taking appropriate action to address Mr. Egan's misconduct, Gap allowed the harassment to continue and retaliated against Mr. Ronsini for raising these concerns.

34. In the aftermath of his complaint, Mr. Egan imposed a series of retaliatory demands on Mr. Ronsini's operations, clearly designed to interfere with his ability to conduct business.

35. For example, despite the fact that the official landscaping contract ended on October 31, 2023, Mr. Egan arbitrarily required Mr. Ronsini's workers to sign in and out multiple times per day, a demand that had never been made during the five years of their prior service.

36. This burdensome requirement was unnecessary and served only to harass Mr. Ronsini and his crew, creating additional administrative hurdles designed to disrupt their work.

37. Throughout this period, Mr. Ronsini continued to perform his duties under increasingly hostile conditions, he raised several serious safety concerns, which were all summarily ignored by Mr. Egan.

38. On January 5, 2024, Mr. Ronsini reported that garbage accumulation around the Gap campus was posing a hazard to snow removal operations, Mr. Egan, once again, failed to take any action.

39. On January 14, 2024, Mr. Ronsini reported wind-related damage to signs on Gap's property, which presented a safety risk for both campus employees and contractors.

40. Despite the urgency of this issue, Mr. Egan refused to address the problem, demonstrating his continued indifference to the safety of the workplace.

41. Additionally, it was clearly done solely to undermine Mr. Ronsini and retaliate against him.

42. As part of his ongoing retaliation, Mr. Egan also made several punitive modifications to the landscaping contract in early 2024.

43. These modifications included extending the scope of the contract to require year-round landscaping, mandating the use of treated salt, and imposing additional obligations for mulch applications.

44. These changes not only increased the financial burden on Mr. Ronsini but also made it nearly impossible for him to comply with the contract's new terms.

45. Mr. Egan's unreasonable demands regarding snow relocation further compounded these issues.

46. By insisting that snow be moved to specific areas during snow removal, Mr. Egan created unsafe conditions on the campus, which threatened the safety of both employees and contractors.

47. Despite repeated warnings from Mr. Ronsini about the dangers posed by these demands, Mr. Egan refused to amend the snow removal procedures.

48. This deliberate disregard for safety, coupled with the retaliatory nature of the contract modifications, made it increasingly difficult for Mr. Ronsini to fulfill his duties under the contract.

49. On February 20, 2024, Mr. Ronsini sent a follow-up email to Mr. Formanek highlighting how Mr. Egan's discriminatory and retaliatory behavior has not ceased.

50. In pertinent part, it highlighted "... [Mr. Egan] has given me nothing but a negative history of conduct, from sexual harassment, sexual innuendos, harassment, belittling. I am in fear of losing my job. I've never had a problem in 5 years or 24 years I've been in business to be disrespected and mishandled by a supervisor."

51. On May 16, 2024, Gap terminated its contract with Two Brothers, citing "convenience" as the reason for termination.

52. This decision was clearly retaliatory, as it came after years of flawless service from Mr. Ronsini, who had maintained Gap's campus without incident for over five years.

53. Despite his excellent performance record, Gap chose to side with Mr. Egan, whose harassment and retaliatory actions were the true cause of the contract's termination.

54. Following the termination, Gap continued its retaliatory campaign by delaying Mr. Ronsini's attempts to retrieve his equipment from the property.

55. On June 13, 2024, Mr. Ronsini notified Gap management that additional time was needed to remove the large volume of equipment used for landscaping and snow removal, including plows, sanders, and mowers.

56. Instead of accommodating this reasonable request, Gap imposed arbitrary deadlines and threatened to consider the equipment abandoned if not removed by July 5, 2024.

57. Gap engaged in further retaliatory actions by withholding payment for services already provided, including intentionally delaying the processing of invoices submitted in May 2024 for completed landscaping and snow removal work from previous months. This demonstrates that Gap's retaliation continued even after the contract was terminated on May 16, 2024. To date, Gap has only paid a measly amount of \$63,000 in January 2025, leaving a remaining balance of \$324,625.

58. This systematic withholding of earned compensation represented a clear escalation of Gap's retaliation campaign that extended well beyond the employment relationship, designed to inflict ongoing financial hardship on Mr. Ronsini and demonstrate to other employees the severe consequences of reporting harassment and discrimination, showing Gap's willingness to use its economic power to punish those who seek legal protection under civil rights law

59. Despite his determination to remain optimistic about, and committed to, his career at the Gap, the ruthless discrimination and retaliation he has continued to suffer at the Gap rendered Mr. Ronsini distraught and crestfallen.

60. Indeed, Mr. Ronsini's emotional distress is clear and cognizable given the reality that Gap has allowed multiple supervisors to press their unlawful campaign against Mr. Ronsini without repercussion, while ignoring its obligations to seriously investigate Mr. Ronsini's complaints of discrimination and retaliation.

61. It is clear from the foregoing that Respondent has engaged in unlawful discrimination, harassment, and retaliation on the basis of gender/sex (male), and perceived sexual orientation in violation of Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII")); and the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. ("NYSHRL").

62. As a result of the foregoing, Charging Party has been and continues to be unlawfully discriminated against, humiliated, and degraded, and thus has suffered loss of rights, severe emotional distress, loss of income and earnings, and damage to his professional reputation.

63. Respondent's flagrant disregard of the above-referenced laws – including those not enforced by the EEOC – evidences a pattern and practice of discrimination and retaliation that falls squarely within the EEOC's investigatory and enforcement statutory mandates to investigate, and enforce prohibitions against, discriminatory conduct in the workplace.