The U.S. Equal Employment Opportunity Commission

EEOC Litigation Settlements
April 2003

The following are brief descriptions of the some of the significant settlements reached by EEOC District Office Legal Units during April of 2003.

- **EEOC v. TIC - The Industrial Company**
  Civil Action No. 01-1776 (E.D. La. April 2, 2003)

  In this Title VII lawsuit, the New Orleans District Office alleged that defendant, which builds heavy industrial facilities such as power and wastewater treatment plants, engaged in discriminatory recruitment and hiring practices on a nationwide basis which prevented blacks from being hired into construction positions because of their race. The case was resolved through a consent decree which provides for a total payment of $2.5 million in monetary relief. Of the total settlement amount, $2.3 million will be divided among identified black claimants who unsuccessfully applied for work as construction workers with TIC between January 1, 1994, and November 30, 2002. The remaining $200,000 will be used to establish a Minority Development Program to prepare blacks for employment in the construction industry. TIC shall not discriminate against blacks in hiring or recruiting of construction workers and shall not otherwise discriminate against black applicants and employees because of race. TIC also agrees to engage in targeted advertising and recruitment activities to encourage black construction workers to apply for employment with the company. On an annual basis for the three-year duration of the decree, TIC will provide EEOC with applicant flow and hiring data to evaluate whether non-discriminatory hiring is taking place.

- **EEOC v. Urban Retail Properties**
  No. 02-C-6855 (N.D. Ill. April 4, 2003)

  The Chicago District Office alleged in this title VII lawsuit that defendant, a property management company, subjected five female security guards to a sexually hostile work environment at a shopping mall managed by the company. The harassment included sexist graffiti in the workplace, sexist comments by co-workers and supervisors, and unwanted advances and touching. The case was resolved through a consent decree which provides for a total payment of $250,000 to the five claimants. Defendant (specifically including management personnel) is enjoined from discriminating against its employees on the basis of sex at the mall where the harassment occurred.

- **EEOC v. Enterprise Rent-A-Car Company of Texas, Inc.**
  No. A-02-CA-134-SS (W.D. Tex. April 7, 2003)

  The San Antonio District Office alleged in this ADEA lawsuit that defendant, a car rental company with 48 branch offices in the Austin, Texas metropolitan area, refused to hire individuals age 40 and older into Management Trainee positions. Each branch office has one or more Management Trainee positions which are entry level management positions. In 1998, approximately 1100 individuals applied for Management Trainee positions in the Austin area, almost 10% of whom were in the protected age group. Of the 110 candidates hired for trainee positions in 1998, none were age 40 or older. The case was resolved through a consent decree which provides for a total payment of $160,000 in monetary relief. Defendant is enjoined from engaging in age discrimination with regard to recruiting, interviewing, rejecting, selecting and/or hiring individuals for Management Trainee positions at its offices in the Austin

metropolitan area. Defendant also agrees that for each year during the four-year term of the decree, it shall have an annual goal of hiring five qualified age-protected persons to fill available Management Trainee positions in the Austin metropolitan area.

- **EEOC v. Burlington Cooperative Association, Inc.**
  No. CIV-02-1059-HE (W.D. Okla. April 9, 2003)

  In this ADEA lawsuit, the Dallas District Office alleged that defendant, an agricultural co- op, terminated charging party, a Lumber Yard Manager, because of his age. When charging party, who had worked for defendant for 33 years, turned 65, the company told him he was eligible for social security so he could just retire. Although defendant claimed charging party was fired for financial reasons, it replaced him with a man in his early twenties. The case was resolved through a consent decree which provides for payment of $97,000 to charging party. Defendant agrees that it shall conduct all employment practices in a manner which does not subject any employee to age discrimination in violation of the ADEA and that it will not retaliate against any employee who opposes age discrimination.

- **EEOC v. Land Air Express of New England**
  No. CV-02-36-B-S (D. Maine April 15, 2003)

  The New York District Office alleged in this ADA lawsuit that defendant, an air freight and delivery company, discharged charging party, an assistant manager, because of her disability when she was hospitalized for depression and post traumatic stress disorder. Charging party, who had worked for the company for over six years, had a lifelong problem of sleeplessness and depression and had been upset by the recent suicide of a friend. Over the objections of her immediate supervisor and her personal physician, defendant fired charging party because a high-level manager had a "gut feeling" that she might "go postal." The evidence also showed that charging party's discharge violated defendant's own internal medical leave policy. The case was resolved through a consent decree which provides for payment of $360,000 to charging party (made in five installments beginning in April 2003), which includes $186,000 in compensatory and punitive damages, $50,000 for medical expenses and $124,000 in attorney's fees. Defendant agrees that it will not discriminate against any individual because of disability or retaliate against any individual for asserting rights under the ADA. Defendant also agrees to provide ADA training to its senior managers and to adopt and distribute to all employees a statement regarding disability discrimination, accommodation of disabilities, and disability harassment.

- **EEOC v. DWW Partner's LLP d/b/a Right Honda**
  No. CIV 03-067 PHX VAM (D. Ariz. April 18, 2003)

  The Phoenix District Office alleged in this Title VII lawsuit that defendant, an owner/operator of two car dealerships, subjected charging party, a car salesman who is a Jehovah's Witness, to a hostile working environment because of his religious beliefs. As a Jehovah's Witness, charging party does not salute the U.S. flag, say the pledge of allegiance or swear his allegiance to the U.S. or the state of Arizona. Because of his religious beliefs, charging party was regularly harassed by managers and co-workers throughout his five months of employment. The harassment culminated in a verbal and physical assault by two managers which occurred after the men objected to the way charging party brought down the U.S. flag from the dealership's flagpole. After threatening charging party with termination and verbally harassing him because of his religious practices relating to the U.S. flag, two managers grabbed him and one of them placed him into a headlock while the other punched him repeatedly in the shoulders and ribs with his fists. After the assault, charging party quit his job because he feared for his safety. Defendant initially fired the managers involved in the assault but later rehired at least one of them.

The case was resolved through a consent decree which provides for payment of $112,500 to charging party, representing $20,000 in back pay, $42,500 in emotional distress damages, and $50,000 in compensation for physical injuries. Defendant is enjoined from harassing or terminating any employees due to their religious beliefs and from retaliating against individuals who oppose unlawful employment practices. The company will conduct training seminars relating to religious harassment at which defendant's president will discuss with employees the importance of maintaining a working environment free of unlawful conduct. Defendant's president will also send charging party a letter, approved by the Commission, apologizing for the unlawful conduct alleged in the lawsuit.

- **EEOC v. Kettering University**
  No. 02-73901 (E.D. Mich. April 21, 2003)

  The Detroit District Office alleged in this Title VII and EPA lawsuit that defendant, an engineering college, paid charging party, a female Full Professor of Communications, less wages than male Professors and denied her the opportunity to earn supplemental income because of her sex. Charging party was hired by defendant in 1989 as an Associate Professor, granted tenure in 1991 and made a Full Professor in 1995. She retired on disability in December 1999. A male professor with comparable job responsibilities was hired in 1995 as a Lecturer, promoted to Assistant Professor in 1996 and to Associate Professor in 2000. Despite having a superior educational background and employment history and being made a Full Professor earlier than her comparator, charging party earned a lower base salary than her male colleague in each academic year that they worked together. The complaint further alleged that defendant refused to give charging party "overload" administrative assignments which would have allowed her to earn supplemental income. In comparison, similarly situated male professors were assigned such work. The case was resolved through a settlement agreement which provides for payment of $55,000 to charging party. Defendant shall comply with the EPA and ensure that female Professors and male Professors who perform substantially similar work are paid equal wages. Defendant also agrees to provide training to its Vice Presidents, Department Heads, and Members of its Search Committees and Promotion and Tenure Committee regarding the mandates of the EPA.

- **EEOC v. West Covina Motors, Inc. d/b/a Clippinger Chevrolet Oldsmobile and West Covina Dodge**
  No. 02-6382 (C.D. Cal. April 23, 2003)

  In this Title VII lawsuit, the Los Angeles District Office alleged that defendant, a large automobile dealership, subjected charging party, a female car salesperson, to a sexually hostile working environment and retaliated against her after she complained. The harassment included repeated touching of charging party's hips, buttocks, arms and shoulders by a male coworker. He also made crude comments of a sexual nature, told her that car dealerships were no place for women and made constant comments about her body. Charging party complained about the harassment on numerous occasions but it continued. Against her wishes, defendant reassigned her to a less desirable dealership location (longer commute and different client base), closely monitored her timeliness and attendance, and wrote her up for conduct that she had engaged in prior to complaining about the harassment but for which she had not been disciplined. As a result of the harassment and retaliation, charging party quit her job. The case was resolved through a consent decree which provides for payment of $75,000 to charging party. Defendant agrees that it will not engage in any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex nor will it tolerate a sexually hostile working environment. Defendant also agrees that it will not retaliate against any current or former employee in violation of Title VII.

- **EEOC v. Lutheran Medical Center**

No. 01-5494 (E.D. N.Y. April 24, 2003)

The New York District Office alleged in this Title VII lawsuit that a class of female employees were sexually harassed by a hospital doctor while he conducted employment- related medical examinations. The sexual harassment included invasive touching and intrusive questioning about the employees' sexual practices. The complaint also alleged that defendant knew or should have known of the sexual harassment because of prior complaints made against the doctor but failed to take adequate measures to prevent the misconduct. The case was resolved through a consent decree which provides for a total payment of $5.425 million to at least 51 female employees who were sexually harassed during the employment related examinations. Pursuant to the decree, defendant agrees to reinstate those employees who quit because of a sexually inappropriate medical examination subject to certain conditions regarding job openings and interim work performance. Defendant also agrees to revise its anti-harassment policy and to implement mandatory anti-discrimination training for employees. Defendant will adopt a new policy for conducting pre-employment medical examinations and agrees that it will not rehire or grant privileges to the harasser who has since been fired by the hospital.

- **EEOC v. The Dial Corporation**
  Case No. 99-C-3356 (N.D. Ill. April 29, 2003)

  The Chicago District Office alleged in this Title VII lawsuit that defendant, a manufacturer of soap products, engaged in a pattern or practice of sexual harassment and sex-based harassment against a group of current and former female employees at its Montgomery, Illinois facility, beginning in or around July 1988. The women alleged that male co- workers and supervisors propositioned them for sex, groped them and called them derogatory names. Pornography was circulated and posted in the plant and some female employees felt "stalked" by male employees both at the plant and after work. Harassment occurred in the presence of supervisors who did nothing and sometimes engaged in the misconduct. Defendant failed to document and investigate complaints of harassment and took little meaningful action to end the misconduct of its male employees. The Commission identified approximately 90 women who were victims of harassment during their employment with defendant.

  The case was resolved through a consent decree which provides for a total payment of $10 million in compensatory damages to eligible claimants. Pursuant to the 2.5 year consent decree, Dial agrees to comply with Title VII and is enjoined from discriminating against women on the basis of sex, engaging in any action, policy or practice that has the effect of sexually harassing or intimidating any female employee on the basis of gender, and/or creating, facilitating or tolerating the existence of a work environment that is sexually hostile to female employees. Dial is also enjoined from retaliating against any current or former employee because he or she participated in any way in opposing harassment or discriminatory conduct at Dial. Subject to court approval, EEOC will be the sole determiner of who is eligible to receive monetary relief and, in accordance with criteria set out in the decree, the amount each person will receive. To be an eligible claimant, an individual must have been employed at Dial's Montgomery, Illinois facility sometime between January 1, 1988, and the date of entry of the decree and been subjected to sexual harassment or retaliation; individuals not previously identified as class members must submit a claim form within time limits set out in the decree. Dial also agrees to revise its No Harassment Policy and its complaint procedure to facilitate the filing and investigation of employee complaints. The decree also contains provisions which provide for supervisor accountability, mandatory annual sexual harassment training, and monitoring of the decree by an independent three-person panel (compensated by Dial), one of whom will also act as a Complaint Monitor to oversee defendant's investigation and resolution of complaints alleging violations of the company's sexual harassment policy.

- **EEOC v. CRST Van Expedited, Inc., and Professional Driver's Institute, Inc.**

No. C01-58 MWB (N.D. Iowa April 30, 2003)

The Milwaukee District Office alleged in this ADA lawsuit that defendant Professional Driver's Institute (PDI), a truck driving school, discriminated against charging party, who has a mild gait impairment associated with cerebral palsy (spastic diplegia), by failing to accept him for driver's training and by interfering with his employment opportunities because of his record of a disability and because it regarded him as substantially limited in working. The office further alleged that defendant CRST, an interstate trucking company, failed to hire and train charging party for the same reasons. Charging party was hired by CRST as an interstate truck driver conditioned on completing training with PDI to obtain a Class A commercial driver's license (CDL). Upon reporting for training, however, PDI's owner told charging party that he was not physically able to drive a semi-truck (a truck hauling a trailer carrying cargo) because of his condition, i.e., he could not operate the clutch in a safe and timely manner due to insufficient leg strength. Charging party produced his DOT learner's permit for Class B trucks (which require the same clutch operation as Class A trucks) but PDI still refused to train him. Charging party then asked to be examined by a doctor responsible for CDL medical certification. A doctor, chosen by CRST, opined that charging party would qualify for his Class A license. Nonetheless, CRST withdrew his job offer in reliance on PDI's opinion that he was not qualified. Subsequent to CRST's withdrawn job offer, charging party obtained his Class A license and has successfully driven a semi-truck with a clutch and air brakes.

A default judgment in the amount of $89,607 was entered against defendant PDI in January 2003. In April, CRST agreed to resolve the lawsuit through a consent decree which provides for payment of $90,000 to charging party, representing $39,868 in back pay and $50,132 in compensatory and punitive damages. Pursuant to the decree, CRST is permanently enjoined from engaging in any employment practice that discriminates on the basis of disability.

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