The U.S. Equal Employment Opportunity Commission

EEOC Litigation Settlements December 2003

- **EEOC v. EZ Buy EZ Sell Recycler Corp.**
  No. CV 02-8469 NM(SHx) (C.D. Cal. Dec. 5, 2003)

  The Los Angeles District Office filed a Title VII sexual harassment suit against defendant, an affiliate of the Tribune Company, alleging that defendant's manager subjected three charging parties, two employed as account executives and one as an administrative assistant, to a hostile work environment and that the company failed to take remedial action. The harassment consisted of inappropriate physical contact and sexually offensive comments. The case was resolved by a two-year consent decree that requires defendant to pay a total of $380,000 to the three charging parties, who intervened in the Commission's action. The decree further enjoins the defendant from engaging in future sexual harassment or retaliation. Defendant is also required to hold annual training sessions on the prohibitions of sexual harassment and retaliation for its staff and to educate its managers annually on how to handle harassment complaints. The name and credentials of the person or entity designated to conduct the training, along with three proposed alternative trainers, must be reported to the EEOC for approval. Finally, for a period of five years, defendant is required to keep records regarding sexual harassment complaints, and for the term of decree must report to the EEOC detailing the investigation of any sexual harassment or retaliation complaints it receives. In the event the EEOC believes the defendant is not in compliance with the terms of the consent decree, defendant shall provide the EEOC with access to its facilities and non-privileged records and require its supervisory personnel to cooperate in the EEOC's interview and investigative process.

- **EEOC v. United Parcel Service**
  No. 01-00342 SPK KSC (D. Hawaii Dec. 12, 2003)

  In this Title VII action, the San Francisco District Office alleged that Defendant, a national package delivery firm that is headquartered in Atlanta, Georgia, discriminated against charging party, an African American driver in its Kahului-Maui, Hawaii terminal, by firing him because of his race. The district office claimed that defendant's reasons for discharging charging party insubordination and use of profanity were pretextual because defendant administered less severe discipline to non-Black coworkers who engaged in similar or substantially worse behavior. The case was resolved by a two-year consent decree that applies to UPS locations in Hawaii. Defendant is required to pay charging party $150,000 and to provide him with a letter of reference which includes a statement that defendant received letters from customers commenting favorably on charging party's treatment of them. Defendant will create a two-hour training program to instruct all current supervisory and managerial staff on nondiscrimination laws, disparate treatment discrimination, and the company's anti-discrimination policies and complaint procedures. Defendant is also obligated to conduct nondiscrimination training by videotape or computer for all new supervisors and managers within thirty days of their employment. Finally, Defendant must distribute its nondiscrimination policies to all of its Hawaii employees and all new hires and post them in conspicuous locations at all Hawaii facilities.

- **EEOC v. Parts Warehouse, Inc.**
  No. 4-02-CV-00530 (E.D. Ark. Dec. 17, 2003)

  The Memphis District Office brought this Title VII action on behalf of a class of African American employees, alleging that defendant subjected them to racial harassment, unfavorable terms and

conditions of employment based on race, and retaliation for complaining about race discrimination internally and filing charges with the EEOC. The case was resolved by a three-year consent decree that enjoins defendant from engaging in discrimination or harassment on the basis of race and from retaliating against any employee who opposes discriminatory employment practices. The decree requires defendant to pay a total sum of $220,000 to 10 individuals, to expunge the personnel records of seven specific claimants of any unfavorable or adverse comments regarding their employment with defendant, and to provide a neutral job reference to any class member who requests one.

Defendant also agrees to monitor its restrooms, equipment, and facilities for the existence of racial graffiti and to remove or cover up graffiti as soon as defendant becomes aware of it. Defendant also will provide training for qualified African American employees in an effort to promote them to supervisory and managerial positions. Defendant must conduct annual training for its supervisors, managers, and subordinate employees on the prevention of racial harassment, race discrimination, and retaliation and disseminate a copy of its racial harassment policy to all of its employees. Finally, defendant must file three reports to the EEOC over a 35-month period that list all complaints of race discrimination at its Little Rock, Arkansas facility, indicate whether racial graffiti was discovered, describe how the complaints were resolved, and detail defendant's Title VII training of its supervisors, managers, and employees.

- **EEOC v. Hendrickson Trailer Suspension Sys.**
  No. 3:02-0737 (M.D. Tenn. Dec. 17, 2003)

  The Memphis District Office filed this Title VII action alleging that defendant, a manufacturer of heavy duty air-ride suspension systems for the tractor/trailer industry, discriminated against charging party, a shipping/receiving area leader, in the terms and conditions of her employment and discharged her because of her sex. Defendant failed to support charging party in her supervision of male employees, required her to supervise all three shifts, and discharged her in a reduction-in-force while retaining less qualified male employees. At the time of her discharge, charging party was the only woman of 13 managers at defendant's Clarksville, Tennessee facility. In resolution of this case, the parties agreed to a consent decree that requires defendant to pay $200,000 to the Charging Party, who intervened in the action, and to provide her with a neutral reference. Defendant is also enjoined from engaging in employment discrimination based on sex regarding its employees or applicants and from retaliating against them. Further, defendant must provide employment discrimination-awareness training to all of its supervisors and managers and any other individual who participates in the decisionmaking process for employment, promotion, or discharge.

- **EEOC v. Miller Transporters, Inc.**
  No. 4:02-cv-785 CDP (E.D. Mo. Dec. 17, 2003)

  The St. Louis District Office filed a Title VII race discrimination lawsuit alleging that a white male supervisor who worked for defendant, a nationwide trucking company, created a racially hostile work environment for charging party, an African American general service worker at its St. Louis terminal. The complaint stated that the supervisor daily addressed and referred to the charging party in a racially derogatory manner, treated him more harshly than his white counterparts, and unduly scrutinized his work because of his race. The St. Louis Office also averred that Defendant retaliated against the charging party when it fired him after he filed an EEOC charge.

  Pursuant to a consent decree that shall be in effect for a year and a half, defendant agrees to pay $160,000 to charging party and to provide a job reference stating that his attendance and job performance were satisfactory. In addition, defendant will suspend the culpable supervisor in this action for 14 days without pay. Defendant also agrees that it shall not discriminate against any employee on the basis of race. Defendant will provide mandatory training on racial harassment for all of its employees in its St. Louis, Missouri and Memphis, Tennessee terminals and offer additional training for supervisors and managers on how to handle and investigate harassment

complaints. Lastly, defendant will submit to EEOC every six months information on race discrimination complaints at its St. Louis terminal and their investigation and resolution.

- **EEOC v. Coit Services, Inc.**
  No. 02-0668 PHX SLV (D. Ariz. Dec. 22, 2003)

  In this Title VII action, the Phoenix District Office alleged that defendant, an international provider of in-house cleaning services, subjected charging party-intervenor and other female employees to pervasive and egregious sexual harassment by the company's founder and chairman emeritus. The suit also alleged that defendant retaliated against charging party because she complained by refusing to promote her from Operations Manager at defendant's Phoenix location to the Phoenix General Manager position. The district office alleged that charging party was constructively discharged due to the sexual harassment and retaliation.

  The case was resolved by a two-year consent decree which requires defendant to pay $190,000 to charging party over the next year and a half, secured by the personal guarantee of the founder/chairman emeritus. In addition, defendant shall provide the Charging Party with a written apology. Further, defendant shall enforce its anti-sexual harassment and anti-retaliation workplace policies and investigate sexual harassment allegations "promptly, fairly, thoroughly, and impartially." Defendant also must provide to its employees, supervisors, and managers, on an annual basis, live and video training, which includes a statement from defendant's Regional Vice President, regarding the disciplinary and legal consequences of sexual harassment. Finally, defendant is not to keep investigative documents in the files of any employee who files a complaint of harassment, but it must place documentation of disciplinary actions in the personnel file of any employee who is disciplined for violating defendant's sexual harassment policy.

- **EEOC v. Emergency Medicine Associates, Inc.**
  No. 02-14139-CIV-PAINE (S.D. Fl. Dec. 23, 2003

  The Miami District Office filed a Title VII suit against defendant, a privately owned group of emergency care physicians who service an acute care facility, alleging that supervisors and coworkers subjected charging party, defendant's sole female emergency room doctor, to sexual harassment and gender discrimination. The harassment included graphic sexual language and gestures, sexually explicit jokes, sexual banter and solicitations by supervisors and coworkers, and jokes about whether patients' medical conditions were related to sexual intercourse. Further, charging party was denied a promised promotion to partnership and was not given any significant bonuses during her employment even though her male counterparts were promoted within the promised three-year period and consistently were given substantial bonuses. Charging party complained about the harassment and gender bias, but defendant failed to take corrective action. The complaint also alleged that charging party was terminated because of her gender and in retaliation for complaining about the sexual harassment and discrimination.

  The case was resolved by a four-year consent decree that requires defendant to pay charging party, who intervened and brought claims under the Florida Civil Rights Act, $296,800 in compensatory, personal injury, and tort damages and $203,200 in attorney's fees and costs. The decree also enjoins defendant from adversely affecting the terms and conditions of any individual's employment because of sex and from retaliation. Further, defendant agrees to draft and distribute a written sexual harassment and retaliation policy and to conduct eight hours of annual training for managers and supervisors with specific emphasis on recognizing sexual harassment, wage discrimination, and retaliation and responding to acts and complaints of sexual harassment and retaliation. Finally, defendant must report every six months regarding any sex discrimination or retaliation complaints it receives and the actions taken in response.

- **EEOC v. Rare Hospitality Int'l, Inc., d/b/a Longhorn Steakhouse**
  No. 8:02-CV-177OT30-TBM (M.D. Fl. Dec. 30, 2003)

The Miami District Office filed this Title VII sexual harassment and retaliatory discharge suit against defendant, a national restaurant chain that operates two steak restaurants in Tampa, Florida. The suit alleged that, for nine months, defendant's 36-year-old assistant manager subjected charging party, a 16-year-old student working as a hostess as part of a high school on-the-job training class requirement, to physical and verbal sexual conduct, which included breast grabbing, other inappropriate touching, and remarks about wanting to have sex with her. Two other female employees were subjected to sexually offensive conduct by the assistant manager. Despite charging party's and the other female employees' complaints, the harassment continued. The suit also alleged that in retaliation for complaining to management about the harassment, charging party's hours were reduced and she was eventually terminated.

The case settled when the parties entered into a three-year consent decree that requires Defendant to pay monetary relief totaling $200,000. Specifically, Defendant will pay $2,500 in lost wages and $147,500 in compensatory damages to the charging party and $30,000 and $20,000 in compensatory damages to the other two affected women. The decree also enjoins defendant from adversely affecting the terms and conditions of any individual's employment because of sex and from retaliation. Further, defendant agrees to distribute its written sexual harassment and retaliation policy to all current and future employees at its two Tampa restaurants and to conduct eight hours of annual training for managers and supervisors at the two restaurants with specific emphasis on recognizing sexual harassment and retaliation and responding to acts and complaints of sexual harassment and retaliation. Finally, defendant must report every six months regarding any sex discrimination or retaliation complaints it receives and the actions taken in response.

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