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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.
★ MAR 23 2004 ★

BROOKLYN OFFICE

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**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

**Civil Action No.
CV-01-5171 (NG) (MDG)**

v.

**AMERICAN AIRLINES, INC., and
TRANSPORT WORKERS UNION LOCAL
501,**

Defendants.
-----X

RECEIVED
in Chambers of
U.S.D.J. Gershon
MAR 17 2004

CONSENT DECREE

This cause of action was initiated on August 3, 2001 by the Equal Employment Opportunity Commission (hereinafter "Commission" or "E.E.O.C."), an agency of the United States Government. The Complaint alleged that in 1998, American Airlines Inc. ("American") and Transport Workers Union Local 501 ("Local 501") violated the Civil Rights Act of 1964, as amended 42 U.S.C. §2000(e), et. seq. (hereinafter "Title VII").

The Defendants deny that they engaged in the unlawful conduct alleged in the Complaint. Further, it is understood that this Agreement does not constitute an admission by American or Local 501 of any violation of Title VII. Nevertheless, the E.E.O.C. and Defendants desire to amicably resolve and settle all disputes and matters now in controversy between them. Therefore, the parties do hereby stipulate and consent to the entry of this Decree to avoid the time and expense of further litigation.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the parties and the subject matter of this action. The parties agree that venue is proper and that all administrative prerequisites have been met.

2. This Consent Decree is final and binding between the parties signatory hereto and resolves all pending issues and claims relating to race and/or color and/or national origin discrimination which were alleged in the Complaint in this action or in E.E.O.C. Charge Nos. 160-99-2542, 160-99-2544, 160-99-2546, 160-99-2548, 160-99-2550, 160-99-2552, 160-99-2554, and 160-99-2556 including claims asserted on behalf of similarly situated individuals. The terms of this Agreement represent the full and complete agreement of the parties. This Decree in no way affects the E.E.O.C.'s right to process any pending or future charges that may be filed against Defendants in accordance with standard E.E.O.C. procedures, and to commence civil actions on any such charges.

3. No party shall contest the validity of this Decree nor the jurisdiction of the federal district court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by the other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. All parties are authorized to seek compliance with the Decree in the United States District Court for the Eastern District of New York.

4. The term American shall include American, its officers, owners, managers, successors, and agents.

5. The term Local 501 shall include its officers, successors, and agents.

6. American is hereby enjoined from discriminating against any individual because of the individual's race or national origin. In furtherance of this commitment, American shall conspicuously post and maintain, at its JFK facility, the Notice on E.E.O.C. letterhead, appended hereto as Exhibit A, in a prominent place where employee notices are posted. This Notice shall remain posted for one year after the date of entry of this Consent Decree.

7. Local 501 is hereby enjoined from discriminating against any individual because of the individual's race or national origin. In furtherance of this commitment, Local 501 shall conspicuously

post and maintain in the union hall the Notice on E.E.O.C. letterhead, appended hereto as Exhibit A, in a prominent place where union notices are posted. This Notice shall remain posted for one year after the date of entry of this Consent Decree.

8. American is further enjoined from retaliating against Dave Browne, Abraham Emmanuel, Barbara Gonzalez, Gladys Machuca, Michael Nurse, Jimmy Perez, Errol Rambaran, and Rafael Vargas (jointly, "Claimants") for asserting his or her rights under Title VII. American further agrees not to retaliate against any individual who has filed a charge in this matter, or given testimony or given assistance in connection with the investigation of these charges at issue or this action, or asserted his or her rights under Title VII in this matter.

9. Local 501 is also enjoined from retaliating against Dave Browne, Abraham Emmanuel, Barbara Gonzalez, Gladys Machuca, Michael Nurse, Jimmy Perez, Errol Rambaran, and Rafael Vargas for asserting his or her rights under Title VII. Local 501 further agrees not to retaliate against any individual who has filed a charge in this matter, or given testimony or given assistance in connection with the investigation of these charges or these actions, or asserted his or her rights under Title VII.

10. In settlement of this dispute, and in accordance with the terms of Paragraph 12, Defendant American shall pay a total of \$ 27,500 (Twenty seven thousand five hundred dollars) to Claimants Browne, Emmanuel, Machuca, Vargas and Nurse less applicable deductions and withholdings. The money shall be distributed to these Claimants in the gross amounts set forth in Exhibit B, annexed. Money paid to existing employees shall be subject to those deductions and withholdings required by law, and those deductions and withholdings authorized by the employee. Money paid to former employees shall be subject to deductions and withholdings required by law. All payments will be reported to the IRS via a form W2.

11. In settlement of this dispute, and in accordance with the terms of Paragraph 12, Defendant Local 501 shall pay a total of \$ 10,000 (Ten thousand dollars) to Claimants Gonzalez, Perez, and Rambaran. The money shall be distributed to these Claimants in the gross amounts set forth in Exhibit B, annexed. All payments will be reported to the IRS via a form 1099.

12. Within twenty business days of the later of: a) the execution of this Decree or b) the return of a full and final Release of Claims against American Airlines and Local 501 described in paragraph 2 herein, executed by the individual Claimants, Defendants shall issue checks directly to the Claimants. The appropriate checks shall be sent certified mail, return receipt requested to the claimants at the following addresses:

Dave Browne
397 Hancock Street
Brooklyn, NY 11216

Abraham Emmanuel
35 New Port Street
Brooklyn, NY 11212

Barbara Gonzalez
c/o Nora E. Curtin, Senior Trial Attorney
E.E.O.C.
33 Whitehall Street, 5th floor
New York, NY 10004

Gladys Machuca
95-49 115th Street
Richmond Hill
Queens, NY 11419

Jimmy Perez
1351 Odell Street
Bronx, NY 10462

Errol Rambaran
1384 Pacific Street #5
Brooklyn, NY 11216

Michael Nurse
2535 Linden Blvd.
Brooklyn, NY 11208

Rafael Vargas
258 Knickerbocker Avenue
Brooklyn, NY 11237

A copy of each check shall be forwarded to Nora E. Curtin, Senior Trial Attorney, of the E.E.O.C., upon issuance of the check.

13. American will answer any and all inquiries by prospective employers regarding the claimants in this lawsuit by providing only neutral reference information consistent with its policy regarding such inquiries, which currently states that only former employees' dates of employment, and position(s) held, will be provided.

14. Each party shall bear its own attorney fees and costs incurred in this action.

15. This Decree will remain in effect for one (1) year from the date of entry.

Dated: March 15, 2004

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: Katherine E. Bissell
Katherine E. Bissell
Regional Attorney
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004
(212) 336-3721

Dated: March 3, 2004

AMERICAN AIRLINES, INC.

By: Christopher F. Reynolds
Christopher F. Reynolds
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, New York 10178
(212) 309-6000

Dated: March 11, 2004

TRANSPORT WORKERS UNION LOCAL 501

By: David M. Glanstein
David M. Glanstein, Esq.
O'DONNELL, SCHWARTZ, GLANSTEIN
& LILLY LLP
60 East 42nd Street
New York, New York 10165
(212) 370-5100

SO ORDERED.

Date: March 17, 2004

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EXHIBIT A

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Phone: (212) 336-3620
General Fax: (212) 336-3625
TTY: (212) 336-3622

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between the EEOC, the Transport Workers Union Local 501 and American Airlines, Inc. concerning matters that were alleged to have occurred in 1998.

Federal law prohibits discrimination with respect to hiring, discharge, compensation, promotion, or other terms, conditions, and privileges of employment because of an individual's race or national origin. Federal law also prohibits retaliation against any employee by an employer because the individual complains about discrimination, cooperates in an internal or governmental investigation of a charge of discrimination, participates as a witness or potential witness in litigation, or otherwise exercises his or her rights under the law.

Should you have any complaints of discrimination, you may contact any of the following individuals: your manager, or anyone to whom he or she reports; Employee Services at (800) 447-2000 (press option #4); The Network Hotline at (800) 241-5689 or the Equal Employment Opportunity Commission, 33 Whitehall Street, 5th Floor, New York, New York 10004, (212) 336-3620. American Airlines' policies and procedures regarding equal employment opportunity can be viewed at jetnet.aa.com

This notice must remain posted for one (1) year from the date of posting and may not be altered, defaced, or covered by any other material.

Date: _____

EXHIBIT B

As set forth in Paragraph 12, in settlement of this dispute and in exchange for the Release of Claims executed by the individual Claimants, American shall pay to the following individuals the amount indicated, below:

Dave Browne	\$6500
Abraham Emmanuel	\$6500
Gladys Machuca	\$4000
Michael Nurse	\$6500
Rafael Vargas	\$4000

As set forth in Paragraph 12, in settlement of this dispute and in exchange for the Release of Claims executed by the individual Claimants, Local 501 shall pay to the following individuals the amount indicated, below:

Barbara Gonzalez	\$3,500
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Jimmy Perez \$2,500

Errol Rambaran \$4,000