

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD

Magistrate Judge Stephen T. Brown

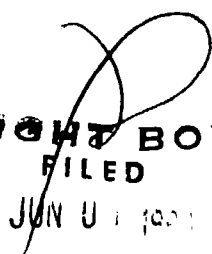
DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

  
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**DEFENDANT FLAGSHIP AIRLINES' MEMORANDUM OF LAW IN**  
**SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

**I. INTRODUCTION**

Defendant Flagship Airlines, Inc. will establish through this memorandum that it treated its former employee, Dobson Collins, in the same manner as it treated other similarly situated employees, that it made appropriate and effective response to evidence of "hostile environment" incidents, and that it discharged him for good, sufficient and non-discriminatory reasons. Collins complains about disparate treatment based on race and on "protected" activity. In this motion, Flagship will show that there is no evidence of racial or retaliatory discrimination that would require a trial, and that the Court should dismiss Plaintiff's claims on the merits.

**II. PROCEDURAL CONTEXT**

Collins invokes Title VII of the Civil Rights Act of 1964 as amended, 42 U.S.C. § 2000e, et. seq., ("Title VII") and the Reconstruction Era Civil Rights Act of 1866 as amended by

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the Civil Rights Act of 1991, 42 U.S.C. § 1981 ("Section 1981"). As required by Title VII, Collins filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") on May 12, 1994. He amended it on or about December 14, 1994 to claim that his discharge on December 9, 1994 was in retaliation for the filing of a prior charge. The EEOC found no cause and issued a right to sue notice January 12, 1996 and Collins initiated this action April 25, 1996. (Tab B Ex. 47, 50).

Collins initiated this action as a class action, but the Court granted Flagship's motion to dismiss as to that claim. Collins v. Executive Airlines Inc., et. al, 934 F. Supp. 1378 (S.D. Fla. 1996) (King, J.)<sup>1/</sup> By this motion, Flagship will demonstrate that, in discovery, Plaintiff Collins has failed to identify any evidence competent to prove racial discrimination or retaliation by Flagship under Title VII and § 1981.

### **III. ISSUE FOR DETERMINATION BY THE COURT**

Title VII and Section 1981 entitle black employees to relief where they can show that similarly situated "white" employees have received more favorable treatment under similar circumstances, and that the employer's legitimate explanations for its conduct are a pretext for a motive to discriminate or retaliate. In this case, Plaintiff Collins cannot identify any similarly situated individual who was treated better than himself under similar circumstances, and can identify no evidence that Flagship's legitimate non-discriminatory reasons for actions it took were a pretext for discrimination or retaliation. The question for determination by the Court is whether a trial is necessary to decide Collins' claims.

### **IV. SUMMARY OF UNDISPUTED RECORD FACTS**

Flagship first hired Collins as an aircraft mechanic in December 1989. He has testified that he believes that his race was a neutral fact in Flagship's decision to hire him at that

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<sup>1/</sup> Specifically, the Court granted Flagship's motion to dismiss Plaintiff's class action claims, as well as dismissing Executive Airlines from the suit, and additionally held that Collins was precluded from suing on claims based upon incidents in Collins' May 1993 EEOC charge which were resolved in March 1994. Collins, 934 F. Supp. at 1381.

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time. (Tab A, Collins Depo. at p. 171).<sup>2/</sup> Between December 1989 and his discharge in December 1994, although Collins had many disagreements with Flagship management, he has failed to identify a single act of racial discrimination by the Company.

**A. Disparate Treatment/Terms and Conditions**

Collins' claim of racially disparate treatment and retaliation in the terms and conditions of his employment turns on general descriptions given during his testimony. First, he acknowledges that notices of non-compliance, issued to him for failure to comply with Federal Aviation Regulations ("FAR") and proper maintenance procedure, address legitimate flight safety concerns. However, he asserted in his deposition on October 10, 1997 that Chris Underhill and Juan Cuadra, white employees with occurrences of similar non-compliance, did not receive similar notices. (Tab A, Collins Depo. at pp. 172-73).

However, on December 4, 1997, after reviewing similar notices of non-compliance that were issued to Messrs. Underhill and Cuadra,<sup>3/</sup> Collins testified that he believed, but had no proof, that these had been stimulated by his "complaint," even though some of the notices preceded those complaints. (Tab A, Collins Depo. at pp. 409-12, referring to Tab B, Collins Depo. Ex. 72). Supervisor Noel Franz, has testified by declaration that he and other supervisors, issued notices of non-compliance to all mechanics whenever appropriate. (Tab E, Franz Decl. at ¶ 9).<sup>4/</sup> Discovery has closed, and Collins can identify no similarly situated non-black mechanic who has failed to comply with FAR requirements, but who did not receive notices of non-compliance from the Company. (Tab B, Collins Depo. Ex. 72).

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<sup>2/</sup> Copies of pages from the record are located behind lettered tabs. Deposition transcripts are cited as "Depo." Declarations are cited as "Decl."

<sup>3/</sup> In fact, Juan Cuadra was issued a notification of non-compliance for failure to provide follow-up MEL information on May 5-6, 1994-- the very period that Collins alleged that he was discriminatorily issued notifications of non-compliance for deficient MEL follow-ups. (Tab B, Collins Depo. Ex. 72; Complaint at ¶ 16).

<sup>4/</sup> Plaintiff took Franz' deposition but did not transcribe it.

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Collins' second claim of disparate terms and conditions involved his overtime assignment to catalog parts for the Minimum Equipment List ("MEL") on Flagship aircraft. (Tab A, Collins Depo. at pp. 318-19, 330-31). The MEL is a list of maintenance items that must be completed in order for an aircraft to be regarded as airworthy in the carriage of passengers and cargo. (Tab E, Franz Decl. at ¶ 3; Tab A, Collins Depo. at pp. 135-36).

On or about May 12, 1994, Franz assigned to Collins the task of identifying for each MEL item, those part numbers that would satisfy the MEL requirements for particular open items. He was to log them into the computer so that parts would be available and mechanics could consult that record, more efficiently repair the aircraft, and return it to service. (Tab E, Franz Decl. at ¶¶ 5, 6). Flagship headquarters authorized overtime shifts for this very purpose. (*Id.* at ¶ 6). Franz assigned this project to Collins during an overtime shift for which he had volunteered. (Tab A, Collins Depo. at p. 318). Collins refused to perform the assignment, and Franz told him to either do the work, or punch out his time card and go home. (Tab A, Collins Depo. at pp. 318-19, 327). Collins regards this MEL assignment as "impossible," and asserts with no proof that no white employee was asked to perform a similar task. (Tab A, Collins Depo. at p. 328).<sup>5/</sup> However, Franz has testified that he often assigned this task to various mechanics who volunteered for overtime, or otherwise, without regard to their race or ethnic group, . (Tab E, Franz Decl. at ¶ 6). He offered one example of a white mechanic, David Wagner, whose failure to perform the same assignment became a matter of disciplinary counseling (Tab E, Franz Decl. at ¶ 7, Ex. 1).

Third, Collins claims that Flagship discriminated against him by denying him overtime pay between 6:00 a.m. and 7:00 a.m. on or about April 29, 1994. (Tab A, Collins Depo. at p. 281). Franz has testified that, when overtime work shifts were available, he would

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<sup>5/</sup> Collins claims that Franz sent him home "because he filed to many EEOC charges." Although denied, the court must accept that as true. But it is undisputed that Collins refused the assignment and that all Franz did was send him home from his voluntary shift. (Tab A, Collins Depo. at pp. 327-28). There was no adverse disciplinary action from this event.



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make assignments available for the mechanics volunteering or assigned to work the overtime. (Tab E, Franz Decl. at ¶ 11). However, he made it explicitly clear that the overtime shift started at 7:00 a.m. and that they would not be paid if they “punched in” earlier. (Tab E, Franz Decl. at ¶ 13). The start time was also the subject of a general announcement to all employees at the maintenance base, clearly advising them that the overtime shift started at 7:00 a.m., and that they would not be paid if they reported earlier. (Tab E, Franz Decl. at ¶ 12; Tab A, Collins Depo. at pp. 286-87; Tab B, Collins Depo. Ex. 52)

Collins complains that he was not paid for the period between 6:00 a.m. and 7:00 a.m. on April 29, 1994, and that Craig Underhill (white) was paid for work during that same hour. (Tab A, Collins Depo. at p. 283). Records show that Underhill did not work on April 29, 1994. (Tab E, Franz Decl. at ¶ 14, Ex. 4). However, the documentary evidence establishes to the contrary that both Collins and Underhill were denied pay for reporting to overtime duty before 7:00 a.m. during the pay periods ending April 29, 1994 and May 13, 1994, and that there was a generally applicable memo to employees establishing the shift rules. (Tab A, Collins Depo. at p. 283).<sup>6/</sup> Collins has not identified a single employee who reported early in violation of this directive and was paid.

### **B. Hostile Environment**

Even though he failed to mention it in his December 1994 amendment to his May 1994 charge of discrimination, Collins claims that he was the victim of racial harassment by Flagship on October 14, 1994. (Complaint at ¶¶ 21-22; Tab A, Collins Depo. at p. 377). The hostile environment harassment consists of two items: a “noose” allegedly hung near the maintenance trailer at the Flagship facility with a sign saying “to hang Dobson;” and a Polaroid picture of a completely black “overexposed” surface on which were painted two “stick figure” faces with the caption “on the ramp at 10 p.m., Dobson and Ozzie.” (Complaint at ¶¶ 21-22;

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<sup>6/</sup> Craig Underhill’s time card reveals that he was also docked an hour of overtime pay for the pay period ending May 13, 1994 for reporting for overtime duty before 7:00 a.m. (Compare Tab B, Collins Depo. Ex. 51 with Tab E, Franz Decl. at ¶ 14, Ex. 4).

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Tab A, Collins Depo. at pp. 292-93, 377; Tab L, Polaroid picture). Neither Collins nor anyone else can identify the perpetrator of these incidents, and Collins admitted that no one ever told him that the noose had his name on it because he was Black. (Tab A, Collins Depo. at p. 397). He made no contemporaneous complaint about them, and even when specifically invited to participate with his counsel in an internal investigation of the issue after counsel brought these alleged occurrences to Flagship's attention in December 1994, he did not respond. (Tab A, Collins Depo. at pp. 386-87). Collins acknowledged that he has never been subjected to any "racial joking," that he has never heard racial epithets in the workplace, that he was never physically harassed based on race, and that the noose and photograph were the only incidents of "harassment" he experienced during his employment at Flagship. (Tab A, Collins Depo. at pp. 396, 407).

In fact, when Collins' counsel first notified Flagship that he might have witnesses who could establish perpetrators of such pranks, the Company invited Collins and his counsel to fly to its Nashville, Tennessee headquarters to provide evidence that might assist the Company in identifying perpetrators so that it could take appropriate and effective action. (Tab F, Janas Decl. at ¶ 7).<sup>7/</sup> Neither Collins nor any other complainants ever identified the perpetrators in that investigation. Nevertheless, in an effort to prevent any future occurrences of a similar nature, Flagship President John Hayes issued a memorandum on February 2, 1995 clearly articulating Company policy that perpetrators who could be identified as having committed such acts would be discharged. (Tab F, Janas Decl. at ¶ 10, Ex. 2). In order to ensure rapid communication with all employees, Hayes directed that this memorandum be placed in the pay check envelope of every Flagship employee during the next payroll period. (Tab F, Janas Decl. at ¶ 10). Indeed, in the only instances of a report of racial epithets at Flagship, Collins accused his co-worker, Ralph Perez as calling him a "nigger" during an argument initiated by Perez, who thought Collins had

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<sup>7/</sup> Flagship invited Collins on January 9, 1995, then represented by counsel, to participate in investigation and provide any evidence of alleged racial discrimination, including the noose and polaroid picture. (Tab B, Collins Depo. Ex. 70 p. 2). Collins failed to participate. (Tab A, Collins Depo. at pp. 87-88).

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failed to perform his job properly. (Tab A, Collins Depo. at pp. 210-13; Tab B, Collins Ex. 32). In his sworn testimony in another case, Ralph Perez emphatically denied having used the term, but admitted that the Company had made it clear to him that, if it concluded that he had used that epithet, it would be a discharge offense. (Tab C, Perez Depo. at pp. 130-33).

### C. "Retaliatory Discharge"

On December 9, 1994, Flagship discharged Collins. At that time, he acknowledges that he was the subject of a current "career decision day" advisory. (Tab A, Collins Depo. at p. 266) Under Flagship disciplinary policies, a career decision day is the final step prior to termination of employment. For serious or repeated misconduct, Flagship issues a career decision day advisory, and offers options to its employees. Briefly, the advisory gives the employee a paid day off to consider his commitment to working within Flagship's standards. (Tab B, Collins Depo. Ex. 38). The Company gives the employee the option of accepting the career decision day and signing a letter of commitment to maintain standards, or accepting discharge with a right to grieve under the Collective Bargaining Agreement. (Tab F, Janas Decl. at ¶ 4) Flagship had issued Collins a career decision day on May 13, 1993, based on April 22, 1993 conduct in which he had first tried to refuse an out-of- country emergency assignment, and then failed to cooperate with a gate agent in providing appropriate travel documents. He caused the delay of a passenger flight departure by ten minutes, an infraction he admits is a critical measure of performance in the airline industry. (Tab A, Collins Depo. at pp. 262-63; Tab B, Collins Depo. Exs. 38-43). After having considered the statements of all parties, Base Manager Cerezo issued that career decision day advisory, and Collins signed the letter of commitment. (*Id.*, Ex. 40) Although he filed a charge of discrimination over this disciplinary advisory, he testified that from the date of that charge in May 1993 through March 1994, he suffered no acts of discrimination or retaliation from Flagship. (Tab A, Collins Depo. at p. 267).

With that as background, on November 30, 1994, new Base Manager Noel Franz responded to Collins' earlier request to review his personnel file under Company policies. Collins had reviewed his file numerous times before, and he knew that the Company regarded

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that file as Company property and would not allow employees to remove documents or photocopy them from the file without managers explicit permission. (Tab E, Franz Decl. at ¶ 16; Tab A, Collins Depo. at pp. 406-07).

Collins came to Franz' office to examine the file, and Franz busied himself with other work while Collins reviewed the file. At some point, Franz noticed that Collins had what appeared to be a photocopy of a piece of paper from his personnel file. (Tab E, Franz Decl. at ¶ 18). Franz immediately questioned Collins about the piece of paper, at which point Collins folded the paper up and put it in his pocket. (Tab E, Franz Decl. at ¶ 19). Franz immediately challenged Collins to show him the paper. Collins removed the paper from his pocket and waived it in front of Franz, who has testified that he recognized it as a company pay authorization record. (Tab E, Franz Decl. at ¶ 20). However, Collins refused to allow Franz to examine the paper closely enough to determine what it was. Instead, Collins put the paper in his pocket and fled the scene, walking out of the conference room and down the stairs into the hangar. (Tab E, Franz Decl. at ¶ 20). Franz clearly and unequivocally directed Collins to return and show him the paper, but Collins refused to allow Franz to make an appropriate examination of the document, saying it was a personal bank statement. (Tab A, Collins Depo. at p. 335). He walked out and went home after this extended confrontation.

There were several co-workers present when this occurred and Franz took statements from each of them who were in the area at the time. Copies of their declarations are attached to this memorandum. (Tab K, Alnor Decl.; Tab H, Sanchez Decl.; Tab G, Langran Decl.). Collins even accused Franz of pushing him down the stairs leading to the hangar, but eyewitnesses failed to corroborate that accusation, and Collins acknowledges that he suffered no injury as a result of this alleged push. (Tab A, Collins Depo. at pp. 344-45, 371-72; Tab H, Sanchez Decl. at ¶8)

Collins' grievance under the Collective Bargaining Agreement was dismissed by the Board of Adjustment that included as members, Union Representatives Allen Kemp and Scott Roberson. Roberson is the President of the Union and is a black African American. (Tab

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A, Collins Depo. at p. 176) Collins does not believe that Roberson would have any reason to ignore a claim that the discharge of one of his members was motivated by racial discrimination. (*Id.* at 176-77).

Finally, Collins acknowledges that he knows of no other person of any race who was identified by the Company as having taken documents from his or her personnel file. (*Id.* at p. 406).

### **ARGUMENT**

Summary judgment is appropriate if there is no genuine dispute over a material fact and Flagship is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c); Kee v. National Reserve Life Ins. Co., 918 F.2d 1538, 1540 (11th Cir. 1990). There is no genuine issue for trial if the record taken as a whole could not lead the trier of fact to find for Collins. Farley v. Flagship Cast Iron Pipe Company, 115 F.3d 1548 (11th Cir. 1997), citing Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587, 106 S. Ct. 1348, 1356, 89 L. Ed.2d 538 (1986). Celotex Corp. v. Catrett, 477 U.S. 317, 327, 106 S. Ct. 2548, 2555 (1986).

The absence of record evidence in support of Collins' claim by itself is sufficient basis for granting summary judgment. Tipton v. Bergrohr GMBH-Siegen, 965 F.2d 994, 999 (11th Cir. 1992), cert. denied, 507 U.S. 911, 113 S. Ct. 1259 (1993). Collins must affirmatively designate admissible evidence sufficient to establish every element upon which he bears the burden of proof at trial. Celotex, 477 U.S. at 324. A mere "scintilla of evidence" in support of his position cannot defeat a properly supported motion for summary judgment. *Id.* His failure to demonstrate probative evidence on any element of proof required of him is fatal and requires summary judgment for Flagship. *Id.* at 322-23; Parks v. City of Warner Robins, 43 F.3d 609, 612 (11th Cir. 1995).

Because the standards of proof for disparate treatment based on race and retaliation are similar, for brevity, Flagship will address Collins' claims of discriminatory treatment during his employment and retaliatory discharge together, and then address his hostile environment claims.

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**A. Disparate Treatment Based On Race and Retaliation****1. The Law**

Where, as in this case, a plaintiff has no direct evidence that the employment-related actions taken against him were for discriminatory or retaliatory reasons, his discrimination and retaliation claims under Title VII are governed by the burden shifting framework developed by the United States Supreme Court in McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973); Texas Dep't of Community Affairs v. Burdine, 450 U.S. 248 (1981); and St. Mary's Honor Ctr. v. Hicks, 113 S. Ct. 2742, 2752 (1993). Fitzpatrick v. City of Atlanta, 2 F.3d 1112, 1123 (11th Cir. 1993); see also Morgan v. City of Jasper, 959 F.2d 1542, 1547 (11th Cir. 1992). Collins' section 1981 claim, which is based on the same facts, is governed by the McDonnell Douglas model as well. Conner v. Fort Gordon Bus Co., 761 F.2d 1495 (11th Cir. 1985).

Under the McDonnell Douglas framework, Collins bears the initial burden of establishing a prima facie case of discrimination or retaliation. To establish a prima facie case of racially disparate treatment, Collins must prove that: (1) he is a member of a protected class; (2) he was subjected to an adverse employment action; (3) the employer treated similarly situated employees outside the protected class more favorably;<sup>8/</sup> and (4) he was qualified to do the job. Holifield v. Reno, 115 F. 3d 1555, 1561 (11th Cir. 1997).

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<sup>8/</sup> To satisfy the third element, Collins must show that the individuals he alleges were treated more favorably are "similarly situated in all relevant respects." Holifield, 115 F. 3d at 1562. Individuals with whom Collins seeks to compare himself "must have dealt with the same supervisor, have been subject to the same standards and have engaged in the same conduct without such differentiating or mitigating circumstances that would distinguish their conduct or the employer's treatment of them for it." Kelada v. Hillsborough County, 1997 WL 122851 at \*8 (M.D. Fla. Feb. 13, 1997). The adequacy of the comparators is critical because if Collins cannot show that there was a similarly situated employee, "summary judgment is appropriate where no other evidence of discrimination is present." Holifield, 115 F. 3d at 1562; Marshall v. Western Grain Co., Inc., 838 F. 2d 1165, 1168 (11th Cir.), cert denied, 488 U.S. 852 (1988).

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To establish a *prima facie* case of retaliation Collins must prove that (1) there was a statutorily protected “participation in a claim;” (2) an adverse employment action; and (3) a causal link between the participation and the adverse employment action. See Morgan v. City of Jasper, 959 F.2d 1542, 1547 (11th Cir. 1992).

At the *prima facie* stage, a plaintiff must show that “ultimate employment decisions” adverse to his status occurred within a period reasonably close to the time of his protected complaint. See Juarez v. Ameritech Mobile Communications, 957 F. 2d 317 (7th Cir. 1992) (six months too remote); Mesnick v. General Electric Co., 950 F. 2d 816, 828 (1st Cir. 1991), cert. denied, 504 U.S. 985 (1992) (nine months too remote); West v. Fred Wright Constr. Co., 756 F. 2d 31 (6th Cir. 1985) (seven months too remote). Also, not every unpleasant experience of an employee is open to inclusion in this model as an “adverse employment action.” The courts have held that interim actions like the submission of an evaluation, or actions that do not involve ultimate employment decisions, “are not sufficiently adverse to establish this element of a *prima facie* case.” Dudley v. Metro Dade County, 989 F. Supp. 1192, 1203 (S.D. Fla. 1997) (Ungaro-Benages, J.); citing Mattern v. Eastman Kodak Co., 154 F. 3d 702, 707 (5th Cir. 1997).

If Collins is able to establish a *prima facie* case, Flagship must then articulate a legitimate, non-discriminatory or non-retaliatory reason for the employment action taken. Meeks v. Computer Associates Int'l, 15 F.3d 1013, 1021 (11th Cir. 1994). Flagship’s burden of rebuttal is “exceeding light.” Perryman v. Johnson Products, Inc., 698 F.2d 1138, (11th Cir. 1983). Once Flagship articulates legitimate non-discriminatory reasons, Collins must prove that Flagship’s proffered explanation is a pretext for unlawful discrimination or retaliation. Hicks, 113 S. Ct. at 2752.

If Flagship successfully rebuts Collins’s *prima facie* case for discrimination and retaliation, Collins must then prove that the defendant’s legitimate, non-discriminatory reason is a pretext for unlawful discrimination or retaliation. In order to show pretext, Collins must demonstrate that: 1) the reason offered by Flagship for the adverse employment action is false;



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and 2) discrimination or retaliation was the actual reason behind the action. Hicks, 113 S. Ct. at 2752. See also Meeks, 15 F.3d at 1021.

Where an employer's evidence of legitimate reasons for adverse actions taken would negate any discriminatory or retaliatory inference to be drawn from the prima facie case, the courts require substantial rebuttal evidence from the plaintiff, and summary judgment is appropriate in the absence of that evidence. See Grigsby v. Reynolds Metals Co., 892 F.2d 590, 597 (11th Cir. 1987). Collins' mere belief, speculation, or conclusory allegations that Flagship discriminated or retaliated against him will not create an inference of discrimination or retaliation, or satisfy his burden when responding to a properly supported motion for summary judgment. See Coutu v. Martin County Bd. Of County Comm'rs, 47 F.3d 1068, 1073-74 (11th Cir. 1995).

## **2. Application of the Law to the Undisputed Facts**

### **a. Prima Facie Case**

#### **(1) Disparate treatment/terms and conditions**

It is not always clear from Collins' complaint whether he is alleging that Flagship took action against him because of race or retaliation (or both). However, he cannot identify any similarly situated non-black employee, or employee who has not filed charged of discrimination, for whom Flagship offered different terms and conditions. He focuses on three work related issues.

First, Collins asserts that he was "docked" overtime pay where non-black employees were paid. He identified Craig Underhill as the white employee who was paid for the hour of overtime for which Collins was docked. However, the documentary evidence clearly establishes Underhill was also docked in the same pay period under the same circumstances. (Tab E, Franz Decl. at ¶ 14, Ex. 4).

Second, he complains without specifics that Flagship never assigned the MEL catalog work to any other employee. However, Noel Franz has testified that he has assigned that work routinely based on directions from Flagship headquarters in Nashville, and he even

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attached documentary proof that a white employee was assigned the same project and held accountable when he failed to perform it properly. (Tab E, Franz Decl. at ¶ 7, Ex. 1).

Third, Collins claims that Flagship did not issue notices of non-compliance to white employees for the failure to comply with FAA or company maintenance procedures. Flagship has produced documentary evidence that white employee Juan Cuadra received a notice of non-compliance for precisely the same failure as Collins on May 5, 1994, and Flagship produced evidence of notifications of non-compliance to the two employees Collins specifically identified in his October 10, 1997 deposition. His only response is that Flagship must have issued those notices because of Collins' complaints. He has no answer for the established fact that Craig Underhill's notifications preceded any complaints by Collins. (Tab B, Collins Depo. Ex. 72).

Moreover, Collins cannot establish that denying him pay for time not worked, issuing assignments to him or notifying him of admittedly noncomplying work performance constitute "ultimate employment decisions" worthy of this court's attention. See Dudley, supra.

## (2) Retaliation

Flagship discharged Collins on December 12, 1994 based on a discrete incident of witnessed insubordination on November 30, 1994. This was more than six months after Collins filed his charge of discrimination on May 12, 1994. Collins admits that he knew of the company policy and that he knows of no other employee who, when reviewing his personnel file, similarly refused to respond to his managers request to see documents taken from his file. (Tab A, Collins Depo. at p. 406)

### b. Legitimate nondiscriminatory reasons

Assuming that Collins could establish a prima facie case, Collins cannot prove that Flagship's legitimate, non-discriminatory, non-retaliatory, and race-neutral business reasons for taking employment actions against Collins were pretextual.

First, Flagship issued Collins notifications of noncompliance for his failure to comply with Federal Aviation Regulations and proper maintenance procedures, and not for

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discriminatory or retaliatory reasons. (Tab E, Franz Decl. at ¶ 9, 10). Collins admitted that the notifications of non-compliance that were issued to him address legitimate flight safety issues, and that he committed the errors stated in the notifications. (Tab A, Collins Depo. at pp. 55-56, 136, 172, 321-22). Moreover, Franz testified by Affidavit that he and other supervisors, issued notices of non-compliance routinely to all mechanics when discrepancies occurred. (Tab E, Franz Decl. at ¶ 9).

Second, Collins was docked overtime pay after Franz gave him and other mechanics explicit notice that the overtime shift started at 7:00 a.m., and that they would not be paid if they reported earlier. (Tab E, Franz Decl. at ¶¶ 12, 13; Tab B, Collins Depo. Ex. 52). While Collins alleges that Franz did not apply this policy equally to all employees, he has offered no proof to support this speculation. On the contrary, as Craig Underhill's time card for the pay period ending May 13, 1998 reveals, he was also docked pay for reporting for overtime before 7:00 a.m. (Tab E, Franz Decl. at ¶ 14, Ex. 4).

Third, Franz testified that he assigned to Collins and other mechanics the task of developing a list of parts that would comply with FAA-mandated MEL requirements for airworthiness simply because they had volunteered for the overtime shift, were therefore, available. (Tab E, Franz Decl. at ¶ 6). Again, Collins has no specific evidence that this task was not assigned to non-black mechanics. Franz testified that he frequently assigned this task to numerous mechanics and has offered documentary evidence of at least one of those mechanics who is white. (Tab E, Franz Decl. at ¶ 7, Ex. 1). Furthermore, Collins was clocked out and sent home for the simple legitimate non-discriminatory and non-retaliatory reason that he refused to do the MEL work assigned to him. (Tab A, Collins Depo. at pp. 327-28).

Finally, Flagship discharged Collins because he directly violated his base manager, Noel Franz' explicit and repeated instructions to hand over a piece of paper so that Franz could identify whether Collins had removed or copied documents from his personnel file in violation of acknowledged company rules. Collins repeatedly refused and left the worksite. Collins admits that he knew it was Flagship policy that employees could not remove or copy

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documents from personnel files, and that there was nothing wrong with Flagship asking to search someone suspected of stealing from it. (Tab A, Collins Depo. at pp. 341-44). He also acknowledges that he had signed a last step "career decision" letter warning him that future misconduct would lead to discharge. (Tab A, Collins Depo. at p. 266) Collins can offer no proof that Franz knew of his EEOC charge or that his discharge was a result of any reason other than his refusal to comply with a direct order of the base manager.

At this stage, Collins has the burden of identifying evidence that is competent to prove that any of these legitimate business decisions were really pretextual for an intent to discrimination based on race or retaliation, and he cannot do so.

**B. Hostile Work Environment<sup>9/</sup>**

**1. The Law**

To prevail on his hostile environment claim, Collins must show that the conduct he complains of "altered the condition of the workplace, creating an objectively abusive and hostile atmosphere." Edwards v. Wallace Community College, 49 F.3d 1517, 1521 (11th Cir. 1995). Specifically, Collins must prove that: (1) he belongs to a protected group; (2) he was subject to "unwelcome" harassment; (3) the harassment was based on race; (4) the harassment affected a "term, condition, or privilege" of employment in that it was "sufficiently severe and pervasive to alter the condition of his employment and create an abusive working environment;" and (5) Flagship knew or should have known of the harassment and failed to take prompt remedial action." Prado v. L. Luria & Son, Inc., 975 F. Supp. 1349 (S.D. Fla. 1997) (citing Sparks v. Pilot Freight Carriers, Inc., 830 F.2d 1554 (11th Cir. 1987)).<sup>10/</sup>

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<sup>9/</sup> It is not clear whether Collins claims to be a victim of hostile environment based on race in his Complaint. However, because the Court's Order of July 29, 1996 characterized Collins' complaint as a "hostile work environment" one, and Collins has described instances of a noose and polaroid caricature, Flagship addresses the issue here to show that he cannot establish a claim of hostile environment.

<sup>10/</sup> Title VII does not address generally offensive or unpleasant conduct. Thevenin v.  
(continued...)

CASE NO.: 96-1104-CIV-GOLD

To violate Title VII, harassing conduct must also be “sufficiently severe or pervasive ‘to alter the conditions of a plaintiff’s employment and create an abusive working environment,’” that is both objectively and subjectively hostile or abusive. Meritor, 477 U.S. at 67. Harris v. Forklift Systems, Inc., 114 S. Ct. 368 (1993). In determining whether the conduct about which Collins complains is sufficiently severe or pervasive, this Court must consider “all pertinent circumstances.” Id. at 369.

Thus, to determine whether Collins’ work environment was sufficiently hostile or abusive, the Court should examine: (1) the frequency of the alleged discriminatory conduct; (2) the severity of the conduct; (3) whether the conduct was physically threatening or humiliating, or a mere offensive utterance; and (4) whether the conduct unreasonably interfered with his work performance. Prado, 975 F. Supp. at 1355 (citing Harris, *supra*). Isolated incidents of racially offensive acts, however, are not sufficient to establish a racially hostile work environment. See Harris, 510 U.S. at 20; see also Webb v. R&B Holding Co., Inc., 992 F. Supp. 1382, 1389 (S.D. Fla. 1998)(King, J.)(observing that while plaintiff speculated the use of word “negra” was directed at her in a derogatory fashion, she offered no evidence that this was so, and moreover, the mere utterance of an epithet which engendered racially offensive feelings did not sufficiently affect her conditions of employment); Hill v. K-Mart Corp., 699 F.2d 776, 778 (5th Cir. 1983)(two incidents of racial epithets were not sufficiently charged with racial tension to taint the terms, conditions, or privileges of employment).

An employer is directly liable for “hostile environment” harassment when the employer “knew or upon reasonably diligent inquiry should have known of the harassment and failed to take immediate and appropriate corrective action.” Faragher v. City of Boca Raton, 111 F.3d 1530, 1535 (11th Cir. 1997), (*en banc*), *cert. granted* \_\_\_ U.S. \_\_\_ 1997, 66 U.S.L.W. 3351

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10/(...continued)

Baptist Health Systems of South Florida, 931 F. Supp. 856, 859 (S.D. Fla. 1996). Rather, a hostile work environment under Title VII is one “polluted with racial discrimination.” Busby v. City of Orlando, 931 F. 2d 764, 785 (11th Cir. 1991).

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(Nov. 14, 1997).<sup>11/</sup> Consistent with this principle, an employer who adopts a policy prohibiting harassment and then takes prompt and effective action in responding to complaints, insulates itself from liability for the acts of its employees once discovered. Farley v. Flagship Cast Iron Pipe Company, 115 F.3d 1548, 1554 (11th Cir. 1997) (sexual harassment case).

Furthermore, an employer's harassment policy, or the implementation of that policy need not be "perfect." See Knabe v. Boury, 114 F.3d 407 (3d Cir. 1997) (affirming summary judgment for the employer finding that although employer's investigation of harassment was less than perfect, employer could not be held liable where action taken by the supervisor was calculated to stop harassment); Steele, 867 F.2d 1311 at 1316 (11th Cir. 1989) (employer was not liable for harassment even though it did nothing more than verbally reprimand the "alleged harasser").

## 2. Application of Law to the Undisputed Facts

It is not clear that Collins even claims a racially hostile environment under the law. He denies ever having experienced any racial jokes or epithets directed at blacks, being physically harassed, or observing other racially offensive demonstrations in the workplace at Flagship. Moreover, he acknowledges that he experienced no racial problems at all between May 1993 and March 1994. (Tab A, Collins Depo. at pp. 267, 396, 407) He also acknowledges that no one ever told him that the noose was directed at him because of his race (Id. at p. 397). Furthermore, the "noose" and the Polaroid picture are isolated incidents on October 14, 1994 in a five-year employment history.

More important, Flagship had a policy against racial discrimination and harassment under both a company procedure and a procedure under the collective bargaining agreement between Flagship and the Transport Workers Union ("TWU"), of which Collins was a member. Through either he could have grieved any instances of racial discrimination or harassment. (Tab F, Janas Decl. at ¶10; Tab B, Collins Depo. Ex. 46; Tab J, Collective

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<sup>11/</sup> The United States Supreme Court heard argument on Faragher in March 1998, but has not yet issued a decision.

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Bargaining Agreement, Article 3). Collins filed no grievances or complaints addressing either of the October 14, 1994 incidents, and failed even to mention them in his December 12, 1994 amended EEOC charge filed only two months after he allegedly discovered the items. (Tab A, Collins Depo. at pp. 287-88, 312-13, 331-32, 381, 393-94; Tab B, Collins Depo. Ex. 48)<sup>12/</sup>.

When Flagship finally did learn of Collins' complaints about the noose and Polaroid picture from his attorney, it responded quickly, inviting Collins to participate and provide evidence in an investigation being conducted by Flagship human resources manager, Cathy Janas. (Tab B, Collins Depo. Ex. 70). Collins failed to participate. (Tab A, Collins Depo. pp. 387-88). While no one could identify the perpetrators of the alleged noose and picture pranks, in order to prevent any future reoccurrences of a similar nature, the Flagship President issued an extraordinary memorandum to all employees re-emphasizing company policy that racial discrimination or harassment would be a basis for immediate discharge and would not be tolerated. (Tab F, Janas Decl. at ¶ 10, Ex. 2).

Collins presents no evidence that the investigation was anything but a thorough and good faith attempt by Flagship to uncover and to remedy any alleged discrimination or harassment at its Miami maintenance facility, and its results mirror those of the EEOC investigator. (Tab B, Collins Depo. Ex. 50). Flagship addressed Collins' claims in the same manner as the defendants in Knabe and Steele. In this circuit, that investigation entitles Flagship to summary judgment on the hostile environment claim. See Faragher 111 F.3d at 1535; Farley, 115 F.3d at 1554.

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<sup>12/</sup> In fact, Collins admitted that he did not tell his supervisor, Flagship human resources, or anyone else in the company about the incidents. (Tab A, Collins Depo. pp. 382, 393-94).



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**CONCLUSION**

For the reasons stated, Flagship is entitled to summary judgment on all claims and an award of costs against Plaintiff.

Respectfully submitted,

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Attorneys for Defendant  
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By: 

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Florida Bar No. 291153  
Alexander K. Sun  
Florida Bar No. 0076120

**CERTIFICATE OF SERVICE**

We hereby certify that a true copy of the foregoing was mailed this 1<sup>st</sup> day of June, 1998, to Stewart Lee Karlin, Esquire, 400 Southeast Eighth Street, Fort Lauderdale, Florida 33316.

  
Alexander K. Sun

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD

Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

\_\_\_\_\_ /

**Index to Exhibits to Memorandum of Law in Support of**  
**Motion for Summary Judgment**

- A Deposition testimony of Dobson Collins
- B Deposition exhibits of Dobson Collins
- C Deposition testimony of Raphael Perez
- D K. Alnor Declaration
- E N. Franz Declaration
- F C. Janas Declaration
- G W. Langran Declaration
- H J. Sanchez Declaration
- I Memo to employees by President
- J Collective Bargaining Agreement, Article 3
- K December 11, 1994 Grievance
- L Polaroid picture

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No. 96-1104-CIV-GOLD

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,

Defendant.

CONFIDENTIAL

5300 First Union Financial Center  
200 South Biscayne Boulevard  
Miami, Florida  
Friday, October 10, 1997  
8:42 a.m. - 4:21 p.m.

**VIDEOTAPE DEPOSITION OF DOBSON COLLINS**

Taken before Nancy Bryant, RPR, RMR, RDR and  
Notary Public in and for the State of Florida at Large,  
pursuant to Notice of Taking Deposition issued herein  
and stipulation of counsel.



1 Q. And you know -- you correct me if I'm wrong  
2 on any of this, but you know that safety in operating  
3 an aircraft depends, at least in part, on the  
4 reliability of the maintenance record of that  
5 aircraft; right?

6 A. That's correct.

7 Q. Right? You agree with that?

8 A. Yes.

9 Q. Okay. So if you didn't repair an engine,  
10 but signed a document saying that you did, that's  
11 really serious, isn't it?

12 A. Yes.

13 Q. Because that could bring the airplane down?

14 A. Yes.

15 Q. And so keeping records of the maintenance  
16 and the work that people do on the airframe and the  
17 power plant of an aircraft is extremely important,  
18 isn't it?

19 A. Yes.

20 Q. It's -- indeed, it's the most important  
21 thing for you to do other than actually doing the work  
22 well, correct?

23 A. I'm not sure about that. Rephrase that  
24 question for me.

25 Q. Well, the first thing you need to do when

1 you're working on the engine or airframe of an  
2 aircraft is you need to do the work correctly, the way  
3 the specifications require; right?

4 A. Yes.

5 Q. And the second most important thing you need  
6 to do is to put that in the log so that other people  
7 who work on the aircraft know what you did; right?

8 A. No.

9 Q. That's not important?

10 A. It is important, but that's not --

11 Q. Not second most?

12 A. -- solely the procedures.

13 Q. Pardon?

14 A. That is not fully the procedure.

15 Q. But that's not what I'm asking you. I'm  
16 asking you in the range of importance in the things  
17 that you do, doing the work is the first most  
18 important, right?

19 A. Yes.

20 Q. And doing it right?

21 A. Yes.

22 Q. And the second most important thing that you  
23 do is make sure there's a record of what you did to  
24 fix the airplane; right?

25 A. Yes.





1 Q. I just want to make sure I'm clear here.

2 You started work in December 1989 --

3 A. '89.

4 Q. And there were no shop stewards in Miami at  
5 that time?

6 A. No shop stewards.

7 Q. And when was the first time that you learned  
8 that there was a shop steward in Miami?

9 A. I think sometime in 1990. I learned that  
10 sometime in 1990.

11 Q. And how did you learn it?

12 A. Well, after I applied for a promotion, back  
13 then -- is that right? Let me back up a little bit.  
14 There was something going on there where we were  
15 informed that the union is getting ready to set up  
16 shop in Miami back then. But there wasn't any  
17 president, or vice-president, shop steward was  
18 actually named at that time.

19 Q. No shop steward?

20 A. No.

21 Q. Well, the date we're supposed to be fixing  
22 on here is the date that you first found out that  
23 there was a shop steward in Miami.

24 A. But I don't remember when it was.

25 Q. Did you have a copy of that collective



1 performed."

2 Q. Not the first time what?

3 A. That I was denied, I was prevented from  
4 signing off jobs that I had completed.

5 Q. And what is the process of signing off that  
6 kind of job? What's the paperwork?

7 A. The paperwork is that you have to -- you  
8 have to have the job cord, for one. You have to sign  
9 that off. You got to sign off the maintenance, the  
10 crew logbook. You have to get the serviceable tag for  
11 that particular part. You got to document whatever  
12 information is required on it, the part number, the  
13 serial numbers if it is required.

14 In addition to that, you have to check the  
15 minimum equipment listing and see if there was  
16 anything there, allowed there, on that seal, in  
17 particular on the door, all right. Anything in the  
18 surrounding that will affect the door that could be  
19 signed off, and completion of the seal.

20 Q. How many places do you have to write down  
21 what has been done?

22 A. Well, you would have the logbook is one. If  
23 it requires inside MEL, you've got to clear the MEL  
24 book, too.

25 Q. Now, explain to me for the record the MEL

1 involvement here.

2 A. The MEL is what is issued to various  
3 aircraft operators by the FAA that allows that  
4 operator to operate that aircraft with a limited  
5 amount of equipment that will not jeopardize the  
6 safety of that flying machine.

7 Q. So here you wanted to assure that you could  
8 release the aircraft, either because you didn't need  
9 that repair in order to be minimally safe, or because  
10 it was safe and it was on the MEL; is that right?

11 A. No, that's not right.

12 Q. Okay. Tell me what is right.

13 A. What is right is that I could not have  
14 released that airplane until we do a pressure check.

15 Q. Because this is one of the minimum items  
16 that has to be operative?

17 A. No. This is a requirement per the  
18 manufacturer's maintenance manual.

19 Q. To fly this aircraft, you have to have this  
20 fixed?

21 A. After replacing of the seal, you have to  
22 pressure check the aircraft and make sure that there's  
23 no leakage coming from that seal or that part.

24 Q. Did you pressure check it?

25 A. No, I did not.



1 A. I don't know if he is. I don't know what he  
2 is.

3 Q. Did he speak with a Spanish accent?

4 A. No.

5 Q. Did you ever hear him speaking Spanish?

6 A. No, I never heard him speak Spanish.

7 Q. How about Mr. Fridley?

8 A. No.

9 Q. How about Mr. Cliskscalel?

10 A. No.

11 Q. So none of them are part of the Cuban  
12 clique?

13 A. I don't know if they were.

14 Q. You don't know? Did you think they were at  
15 the time you said that to Mr. Revelos?

16 A. I don't remember.

17 Q. You don't remember. Okay. Back to the time  
18 when you were interviewed and hired in 1989, did you  
19 have any sense that the fact that you were black made  
20 any difference to the fact of being hired?

21 A. No.

22 Q. It wasn't a plus or a minus; it was a  
23 neutral?

24 A. It was neutral pretty much.

25 Q. Okay. Did you, in all of these Exhibit 21

1 Series notices, did you believe that those were being  
2 issued to you because you're black?

3 A. Yes.

4 Q. You did?

5 A. Yes.

6 Q. So then you -- when you acknowledged them,  
7 why didn't you say that? Instead, we just went  
8 through all five, I believe, of these and I'm pretty  
9 sure I recall your testimony correctly being that you  
10 acknowledged that these were mistakes and you were  
11 going to correct them.

12 A. Yes.

13 Q. Okay. What is it that makes you think that  
14 the notices were issued because you're black, then?

15 A. Because if you check the records, you will  
16 see where several mechanics did the same thing.

17 Q. Okay.

18 A. Several white mechanics did the same thing.

19 Q. Who, in particular, can you identify who has  
20 done the same thing?

21 A. Craig Underhill.

22 Q. What did he do, and what happened to him?

23 A. Nothing happened to him.

24 Q. How do you know?

25 A. Because I spoke to him and he told me that

1 he did the same thing. As a matter of fact, I saw  
2 logbooks where he forget to sign off, as a matter of  
3 fact to put in man hours, forget to document part  
4 numbers, forget to document maintenance manual  
5 reference. And several other mechanics I don't  
6 remember at this point in time.

7 Q. You don't remember any others, but you do  
8 remember that Underhill --

9 A. That's right.

10 Q. -- had the same record as yours, but was  
11 not -- didn't receive notices of noncompliance?

12 A. Yes.

13 Q. And you've looked at his record and you know  
14 that?

15 A. No, I don't look at his record. He told me  
16 that.

17 Q. Okay. Any others that you can remember?

18 A. I can remember Juan Cuadra.

19 Q. Pardon?

20 A. Juan Cuadra.

21 Q. What about Juan Cuadra?

22 A. He also made mistakes in logbooks, too, and  
23 didn't get noncompliance.

24 Q. Okay. How does the QA inspector review  
25 these books, if you know? Do they go and spot check





1 Q. '94 and '95?

2 A. Somewhere there.

3 Q. And was he involved in the union prior to  
4 being president?

5 A. Yes.

6 Q. Was he an officer?

7 A. I think so.

8 Q. Was he somebody that you knew was there if  
9 you were to file a grievance?

10 A. No.

11 Q. Okay. Why not?

12 A. Because I never -- I never heard of him  
13 until maybe late '94, early '95.

14 Q. But by that time, you knew that he was the  
15 person who was ultimately going to decide whether any  
16 grievances you filed went forward for arbitration,  
17 right?

18 A. Yes.

19 Q. Okay. And do you know when he began to  
20 serve in that role?

21 A. No, I don't.

22 Q. Okay. Now, Mr. Roberson is black, isn't he?

23 A. Yes.

24 Q. Okay. Do you have any reason to believe  
25 that he was prejudiced against you because you're

1 black?

2 A. No.

3 Q. Do you have any reason to believe that he  
4 would not process your grievances because you're  
5 black?

6 A. I don't know.

7 Q. You don't know?

8 A. I don't know.

9 Q. Well, you must know whether you have any  
10 reason. Do you have any reason to believe that he was  
11 anti black?

12 A. I don't know.

13 Q. You don't know? You don't know whether you  
14 have any reason to believe that?

15 A. I don't know if he's anti black or what he  
16 is.

17 Q. Yeah, but my question is do you have any  
18 reason to believe that he is anti black?

19 A. No.

20 Q. And he is, himself, black?

21 A. Yes.

22 (Exhibit DC 22 was marked for Identification  
23 and retained by counsel.)

24 BY MR. CONNOR:

25 Q. I'll give you what is marked DC 22 and ask



1 Q. That was a subject about which you and  
2 Mr. Perez and Mr. Alvarez had a later conversation  
3 that's reflected in this CR 1, right?

4 A. Yes.

5 (Exhibit DC 31 was marked for Identification  
6 and retained by counsel.)

7 BY MR. CONNOR:

8 Q. All right. And you submitted what's marked  
9 as DC 31 as your response, correct? Is that correct?  
10 You don't need to read it to answer that  
11 question. Is that correct?

12 A. Yes.

13 Q. Okay. At the end of the session, what did  
14 Mr. Alvarez do to you by way of counseling or  
15 discipline?

16 A. Well, what he actually did was to told me  
17 that the aircraft needs to fly X time, and we need to  
18 work to get the airplane out on time. And I don't  
19 remember some of the stuff.

20 Q. On the January 6th incident, he was  
21 concerned that in six hours, you hadn't been able to  
22 complete the project; right?

23 A. Yes.

24 Q. And on the January 12 incident, he was  
25 discussing with you your claim that Mr. Perez had

1 called you a nigger?

2 A. Yes.

3 Q. Right? And he counseled with both of you,  
4 didn't he --

5 A. Yes.

6 Q. -- about the possibility of having -- or the  
7 fact that you shouldn't be having arguments, and he  
8 counseled with Mr. Perez as well, right?

9 A. Yes.

10 Q. And as far as you know, do you know whether  
11 Mr. Perez got a CR 1 in his file?

12 A. I don't know.

13 Q. Okay. And Mr. Perez didn't -- did not admit  
14 that he called you a nigger, did he?

15 A. No, he did not.

16 (Exhibit DC 32 was marked for Identification  
17 and retained by counsel.)

18 BY MR. CONNOR:

19 Q. Have you ever seen Defense Exhibit 32, which  
20 is a series of letters Mr. Perez hand wrote,  
21 apparently, to Mr. Vignogna, V-i-g-n-o-g-n-a?

22 Now the question -- first of all, put that  
23 aside. Look at the exhibit I gave you just now, 32.  
24 Have you ever seen those before? That's the question.

25 A. Yes.

1 Q. Okay. When did you see them?

2 A. I saw them over a period of time reviewing  
3 the files.

4 Q. Okay. Did you review the entire contents of  
5 those letters?

6 A. No.

7 Q. When you saw them when you were reviewing  
8 the files, what did you do with them?

9 A. I looked over them briefly.

10 Q. Did they not interest you enough to read  
11 them as carefully as you just did going off the record  
12 with the earlier exhibit, 30?

13 You didn't want to read them carefully at  
14 that time?

15 A. Repeat the question for me.

16 Q. You didn't want to read them carefully when  
17 you saw them in your file review?

18 A. Not the first time.

19 Q. How about the second time?

20 A. Yes, I did go over them.

21 Q. You went over them carefully at that time?

22 A. Yes.

23 Q. All right. Now, what -- may I see it? Do  
24 you recognize what it is that Mr. Perez is talking  
25 about in these memos?

1 Did he talk about the same incident we just  
2 discussed?

3 I tell you what; let's make short work of  
4 this. Did you give any response to that, any of those  
5 memos that are in 32?

6 A. I don't remember.

7 Q. You don't remember. Is that what you want  
8 your testimony to be? You don't remember whether you  
9 responded to these letters?

10 A. I don't remember about responding to these  
11 letters.

12 (Exhibit DC 33 was marked for Identification  
13 and retained by counsel.)

14 BY MR. CONNOR:

15 Q. All right. Look at DC 33, if you would.  
16 Which document are you reviewing now?

17 A. 33.

18 MR. CONNOR: Okay. Let's go off the record.

19 THE VIDEOGRAPHER: Going off the record.

20 (Recess taken.)

21 BY MR. CONNOR:

22 Q. You looked at 32 and 33, right?

23 A. Yes.

24 THE VIDEOGRAPHER: One moment. We are back  
25 on the record.





UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No. 96-1104-CIV-GOLD

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,

Defendant.

COPY

5300 First Union Financial Center  
200 South Biscayne Boulevard  
Miami, Florida  
Thursday, December 4, 1997  
9:30 a.m. - 2:55 p.m.

CONTINUED VIDEOTAPE DEPOSITION OF DOBSON COLLINS

Taken before Nancy Bryant, RPR, RMR, RDR and  
Notary Public in and for the State of Florida at Large,  
pursuant to Notice of Taking Deposition issued herein  
and stipulation of counsel.



1 A. That's correct.

2 Q. Okay. And the whole organization works to  
3 avoid being blamed for delays, right?

4 A. Yes.

5 Q. The pilots don't want to be blamed, the  
6 flight attendants don't want to be blamed, the agents  
7 don't want to be blamed, the mechanics don't want to  
8 be blamed, and the managers don't want to be blamed  
9 for a delay, right?

10 A. Yes.

11 Q. Because it affects the on time performance  
12 rating?

13 A. Yes.

14 Q. So you understand that if held -- if you did  
15 hold up an aircraft departure for ten minutes, that's  
16 a important problem, right?

17 A. It depends -- it depends on what the ten  
18 minutes is for, Mr. Connor, because there from time to  
19 time -- you fly a lot, I assume. And American Eagle  
20 is a small airline that hop from here to there. And  
21 you want to make sure that you're flying on an  
22 airworthy airplane.

23 I will hold up an airplane for ten minutes  
24 or more if it's unairworthy.

25 Q. Absolutely.

1 A. That is my problem.

2 Q. Absolutely.

3 A. And most of the time what they're talking  
4 about ten minutes there or ten minutes there, they're  
5 just using the indication that the girl stop me at the  
6 stair of the airplane for being I hold up the  
7 airplane. I didn't hold up the airline.

8 Q. Well --

9 A. I hold up the airplane because it's  
10 unairworthy.

11 Q. That airplane?

12 A. Not this airplane.

13 Q. This is the one we're talking about.

14 Did the agent agree with you at the end of  
15 this?

16 A. We didn't talk at the end of this.

17 Q. At the end of the -- when you got on the  
18 plane to go, had you convinced the agent that you were  
19 right?

20 A. I didn't talk to her.

21 Q. You never talked to her?

22 A. No, the captain came and said, "Tell her  
23 it's fine, let him go." I board the airplane.

24 Q. She -- the captain told you to tell her?

25 A. No, the captain told her in front of me.



1 Discrimination, and that charge was addressed to this  
2 event, right?

3 A. Yes.

4 Q. Okay. What evidence do you have that this  
5 event, that this career decision day -- let's -- let  
6 me start that over.

7 There was no grievance filed over this  
8 incident or over the handling of the PPC, right?

9 A. No. I did not file it, no.

10 Q. And so the career decision day was in your  
11 file?

12 A. Yes.

13 Q. Okay. And you understood that that, in the  
14 view of Mr. Cerezo, meant that you could now be  
15 terminated for -- without any further warnings. That  
16 was his view.

17 A. That's correct.

18 Q. So what happened to cause you to withdraw  
19 the charge?

20 A. Okay. Well, since I filed the charges, I  
21 got a chance to work without harassment, without  
22 retaliation, without Mr. Cerezo and his supervisors  
23 keep harassing me.

24 You know, I would be able to be assigned a  
25 job, I go out and do my job, get my airplane out on

1 time. Everything was going smooth until after, after  
2 I withdraw this charge. Then it was like Nick  
3 Revelos, Noel Franz, Humberto Reyes, Al Alvarez, you  
4 name it, they were on my shoulder day in day out. I  
5 mean, Ralph Perez -- they were, they harass me day in  
6 and day out.

7 Q. Okay. But my question -- do you remember my  
8 question? The question was what caused you to  
9 withdraw it. And I think your answer was that nothing  
10 happened in between May --

11 A. In between that time, yes.

12 Q. -- May of '93 and March of '94, right?

13 A. That I remember, yes.

14 Q. No problem in that period?

15 A. I didn't see any problem warrant further  
16 charges.

17 Q. Well, I want to know if you think there was  
18 a problem, a racial problem in that era or not. Any  
19 problem of race.

20 A. Well, I don't remember having any within  
21 that space of time.

22 Q. Okay. Any problem with retaliation during  
23 that period of time?

24 A. I don't see any now.

25 Q. Okay. I'm going to mark this as DC 45 and





1 you.

2 Tell me what it is that you believed was  
3 retaliation.

4 A. Okay. First instance, my shift started at  
5 6:00 in the morning --

6 Q. Uh-huh.

7 A. -- just like every other mechanic who work  
8 the flight line. And I was the only avionics then.  
9 And I was supposed to be in overtime that day starting  
10 at 6:00.

11 Q. What day?

12 A. When I showed up at work --

13 Q. What day are we talking about?

14 A. We're talking about, they -- we're talking  
15 about the very day when I was docked the first hour of  
16 overtime from my time card.

17 Q. Okay. Do you have a date, one of these  
18 dates that you're talking about? Was it during the  
19 pay period April 29, '94?

20 A. Yes.

21 Q. Okay. So what happened?

22 A. Yes. I report to work for 6:00 in the  
23 morning, and Mr. Franz told me when he came in that --

24 Q. Was Mr. Cerezo still there?

25 A. Mr. Cerezo, I think so. I think he was



1 overtime?

2 A. Yes. Everybody else does.

3 Q. Did they all get paid?

4 A. Yes.

5 Q. Everybody got paid but you?

6 A. As far as I'm concerned, yes.

7 Q. As far as you're concerned --

8 A. As far as I know. As far as I know.

9 Q. Who are they?

10 A. I know Craig Underhill got paid, never been  
11 docked.

12 Q. Did he actually work the hour?

13 A. Yes.

14 Q. Did he have approval to work the hour?

15 A. Yes. We have to sign our name on a list.

16 Q. Did you? Did you have approval?

17 A. Yes.

18 Q. From whom?

19 A. Noel, or whoever supervisor signed the  
20 overtime list.

21 Q. Noel Franz told you on the day involved that  
22 you were authorized to work the overtime?

23 A. No. What they do, they put up an overtime  
24 list, and who interested sign the list, put their name  
25 on it. And whoever supervisor is there that day, they



1 Q. Okay, it's the whole document, both sides.  
2 That's Exhibit 51.

3 Does that also reflect a failure to pay you  
4 overtime as you're describing in your charge?

5 A. Yes.

6 Q. Okay. And what did Mr. Franz tell you was  
7 his reason for not paying?

8 A. He said that he's not going to pay us, pay  
9 me ten hours overtime, because his policy is that we  
10 supposed to start overtime at 7:00. And, you know, he  
11 said that's how it is and that's what it's going to  
12 be.

13 Q. Uh-huh.

14 A. I never see the policy before I work that  
15 day.

16 Q. Before that day?

17 A. No, I --

18 Q. You did see it that day?

19 (DC Exhibit 52 was marked for Identification  
20 and retained by counsel.)

21 BY MR. CONNOR:

22 Q. Let me ask you if 52 is the policy you're  
23 describing.

24 MR. CONNOR: For my purposes, that's Tab 10.

25 THE WITNESS: This is -- this is a policy.

1 This doesn't state when the policy has came out  
2 or when it was implemented. It's just a policy  
3 in the wild, as far as I'm concerned right now.

4 BY MR. CONNOR:

5 Q. In the wild?

6 A. In the wild.

7 Q. My question, though, was had you seen it  
8 before?

9 A. Yes, I had seen them.

10 Q. Where?

11 A. I had seen this maybe sometime after we have  
12 this discussion about the time card.

13 Q. It was on the bulletin board?

14 A. I never see it on the bulletin board. No.  
15 He pointed it out to me sometime.

16 Q. Where was it?

17 A. I think I saw it -- where did I saw this?  
18 Let me see where I saw this. I think, if my memory  
19 serves me right, the union showed it to me long after  
20 we have this other problem with time cards.

21 Q. Okay. Did you file a grievance over this  
22 decision not to pay you overtime?

23 A. Well, I didn't file a grievance based upon I  
24 proceed with it within my EEOC charges.

25 Q. I understand. You did not file a grievance?

1 A. I don't remember.

2 Q. You don't remember or you didn't do it?

3 A. I don't remember filing one.

4 Q. Okay. Did you talk to a union  
5 representative about it?

6 A. Yes, I did.

7 Q. Because they showed you Exhibit 52, right?

8 A. I talked to them and they showed this to me  
9 after I spoke to them. But let me explain one thing,  
10 Mr. Connor. The union strength in Miami where the  
11 employees are concerned is -- it doesn't stand up.

12 Whatever the company wants the union to do  
13 is what they does. The union might have had this in  
14 their possession way before, I don't know. I didn't  
15 see it until way after we have this time card and hour  
16 problem.

17 Q. Did any other employee raise the same  
18 complaint?

19 A. Not that I know of. As far as I know, the  
20 other employees that worked with me, the time, that  
21 time, they get paid for all ten hours.

22 Q. Did you ever talk to any of your  
23 co-employees and say, "Look what happened to me. Why  
24 did this happen?"

25 A. I talked to them. I didn't ask them why





1 possible, I furnished it to her.

2 Q. And she reviewed them and concluded that you  
3 were not a victim of discrimination, right?

4 A. That's not what she said. The letter that  
5 she sent me, she said she concluded something that --  
6 and gave me the right to sue.

7 She said that she's unable to conclude the  
8 information obtained establish violation of the  
9 "status." She's unable to conclude.

10 Q. I don't know whether she got that, but I  
11 didn't. Would you read it again?

12 A. She said she's the Commission -- based upon  
13 the Commission's investigation, the Commission is  
14 unable to conclude that the information obtained  
15 established violations of the "status." This does not  
16 certify that the Respondent is in compliance with the  
17 "status."

18 MR. KARLIN: Statutes.

19 THE WITNESS: With the statutes, sorry. And  
20 she goes on to say that no finding is made as to  
21 any other issue that might be construed as having  
22 been raised by these charges.

23 BY MR. CONNOR:

24 Q. So, she was unable to conclude from what you  
25 gave her and whatever else she did that there was a

1 violation, right? That's what you understood?

2 A. Yes, I understood.

3 Q. Okay. Is she black or white?

4 A. I don't know. I've never seen the lady.

5 Q. Never saw her?

6 A. Never saw her.

7 Q. Okay. Do you have any reason to believe  
8 that she is biased against you because you're black?

9 A. Well, I -- I cannot say whether or not, you  
10 know, I have reason to believe that she's biased  
11 against me. I could tell you up front that I think  
12 she's biased for, number one, not contacting any of  
13 the witnesses that saw and heard what happened, not  
14 sending them a questionnaire, which is a part of her  
15 investigation.

16 Q. And where do you -- how do you base -- where  
17 do you get this information that she didn't talk to  
18 anybody about your charge?

19 A. Because I spoke to my -- I spoke to the  
20 witnesses.

21 Q. They told you that they had --

22 A. They never got a call from her, they never  
23 received anything in the mail from her.

24 Q. Okay. Did you have --

25 MR. CONNOR: Did you want to say something?



1 A. It was later, later after I checked my time  
2 card.

3 Q. Okay. Was it your time card or your pay  
4 stub that alerted you?

5 A. Time card. Time card.

6 Q. Okay. And the time card -- so, at that  
7 point, you had a discussion with him and he had his  
8 position and you had yours? Right?

9 A. Well, I didn't discuss it with him, as such.  
10 I talked to the union first. And then me and John  
11 Cordero, we went to him and asked him, you know, what  
12 happened to it. And he said, well, he wasn't paying  
13 for more than starting time of 7:00.

14 Q. And so you and Cordero went to see him about  
15 it --

16 A. Yes.

17 Q. And after that meeting, you didn't get paid  
18 for the hour; right?

19 A. Didn't get paid for the hour.

20 Q. And there was no grievance?

21 A. I don't remember filing any. I don't  
22 remember.

23 Q. Well, you would remember if you went -- if  
24 you got paid for the time, wouldn't you?

25 A. I don't understand.

1 Q. If there was a grievance filed and you got  
2 paid for the time, you would remember that, wouldn't  
3 you?

4 A. I don't know.

5 Q. You don't know if you'd remember?

6 A. Maybe I would, maybe I wouldn't. I just  
7 don't remember about that particular --

8 Q. Well, I have no record, I found no record of  
9 any grievance over this issue and you have no  
10 recollection of any grievance, right?

11 A. I don't remember filing a grievance on that  
12 one hour.

13 Q. Why not? Why wouldn't you file a grievance  
14 on it if you thought you were right under the  
15 contract?

16 A. Well, as I said earlier, there's a lot of  
17 stuff the company does and get away with it. The  
18 union is pretty weak. I have seen, you know,  
19 situations where there are more problems than an hour  
20 of time cards, and nothing get done about it.

21 Q. Like what?

22 A. Like I had filed for -- as a matter of fact,  
23 I had applied for an inspection position and I was  
24 turned down, and it was given to somebody who was less  
25 qualified, with less seniority. And I filed a



1 Q. Now, on the second page of Exhibit 54, there  
2 is an entry for May 12, 1994, where he says -- Franz  
3 has typed in and signed that on May 12, which I  
4 believe, if I'm not mistaken, is the same day you went  
5 to the EEOC, or the next day you went to the EEOC.

6 He asked you to -- that you come in for the  
7 overtime assignment at 7:00, is that true?

8 A. Yes.

9 Q. And not at 6:00, but at 7:00?

10 A. At 7:00, yes.

11 Q. And you -- he asked you to take on any one  
12 of the jobs that was available and do it. And that  
13 you said that -- he says here, and I don't mean to  
14 keep this from you -- that you gave excuses, such as,  
15 "I don't think it's a good job to do. Today is not a  
16 good day to do this. I would rather work at the  
17 line," or, "You're wasting my abilities."

18 And he told you, "Either do what I've asked  
19 you to do or go home."

20 Do you remember that?

21 A. I remember we didn't discuss that. I didn't  
22 have any discussion with Franz as to what he have  
23 right there.

24 Q. You had no discussion with him about that?

25 A. He assigned me a job to get inside a



1 computer and search for every possible part or  
2 component that an aircraft, flying aircraft needs.

3 Q. Uh-huh.

4 A. And that's a job I have never completed  
5 before, I didn't know how to do it, I didn't know what  
6 to do, and the aircraft that was flying -- I explained  
7 that to him that I haven't done the job before, so I  
8 need more information to perform the job.

9 He said, "I don't give a damn. Whatever --  
10 do whatever I said or go home." And he walk away and  
11 he punched me out.

12 Q. And was that the -- was that on May 12,  
13 1994?

14 A. Yes.

15 Q. Okay.

16 A. He also indicated to me that I had always  
17 complained to the EEOC. And one of the reasons for  
18 giving me that assignment, too, is that I got two non  
19 compliance from the inspection department.

20 Q. He says that you threatened him with going  
21 to a lawyer or to the EEOC. Is that true?

22 A. No, that's not true.

23 Q. But the next day, you did go to the EEOC?  
24 Right?

25 A. I think I go the same day, I think.



1 Q. Didn't ask to see your file?

2 A. Not on that date.

3 Q. Okay. On what date did you do it?

4 A. Later on somewhere down the line.

5 Q. Okay. Did you have trouble getting your  
6 file or getting him to pay attention to you?

7 A. I had trouble getting the file. It take me  
8 three months to get the file when I requested it at a  
9 later date.

10 Q. Uh-huh. And when was this? Within a few  
11 days of May 12?

12 A. About another month or six weeks down the  
13 road.

14 Q. In your charge of May 12, '94, you cite two  
15 MEL write-ups that I want to ask you if these are the  
16 ones you're citing that he, Franz, wanted to give you.

17 I want to know are those the two you're  
18 referring to in your charge, Exhibit 47?

19 A. Yes.

20 Q. Okay. Was there anything wrong with those  
21 quality assurance notices?

22 A. Usually the inspection department wrote  
23 these quality assurance reports.

24 Q. My question is, is there anything wrong with  
25 them?

1           A.     I don't see anything wrong with them at this  
2 point in time.

3           Q.     Did you -- why is your signature not on  
4 them?

5           A.     I probably didn't get them. If it's not on  
6 there, I probably didn't get them.

7           Q.     Why -- how did you end up referring to them  
8 in your charge then?

9           A.     Because maybe I got them later on and signed  
10 them, but these are not the copies of what I signed.  
11 I did know that I respond to these noncompliance and  
12 explained to him the reason why I had -- I had not  
13 updated the computer with MEL's.

14          Q.     I'm sorry?

15          A.     I had respond to him to these information  
16 and let him know in writing what happened, why I did  
17 not update the computer with MEL's and noncompliance.  
18 So these might just be copies of what I did not sign.  
19 Because these, in particular, I know I respond to him  
20 with information about these and tell him the reason  
21 why it happened.

22          Q.     Okay. On his entry of 5-30, May 30, he says  
23 that he then received your answers to the QA  
24 noncompliance mentioned in the above entry, and those  
25 were for the -- those were the two that were attached,

1 Exhibit 55 was attached to Exhibit 54, according to  
2 the document.

3 And then he says that you told him that you  
4 didn't know that a response was required.

5 Is that correct? Do you have any  
6 recollection of that?

7 A. I don't remember telling him anything like  
8 that. I usually, when I get a noncompliance, if they  
9 came with the normal required time, then I normally  
10 respond to them in writing on the compliance, itself,  
11 and tell him -- explain him what happened, what caused  
12 the problem, stuff like that.

13 And usually on any given day, when one of  
14 the avionics is at the flight line --

15 THE COURT REPORTER: I'm sorry. On any  
16 given day --

17 BY MR. CONNOR:

18 Q. Lost you.

19 A. On any given day when there is one avionics  
20 technician working the flight line of anywhere from  
21 twelve to seventeen airplanes, occurrences like these  
22 normally get involved.

23 Q. What do you mean?

24 A. That you don't get a chance to get to the  
25 computer to update your MEL status for that day.

1 Maybe a day or two. Sometimes the days are very  
2 hectic, crazy days.

3 Q. If you don't get to them, how do you then  
4 later comply with the MEL requirement?

5 A. Okay. If we don't get them for the first or  
6 the second day, we normally make a report to the  
7 supervisor and the lead that we don't get to them, so  
8 they keep an eye out for them. And the maintenance  
9 control would normally pull up the MEL at the end of  
10 the day and fax them to Miami maintenance for repair  
11 overnight.

12 (DC Exhibit 56 was marked for Identification  
13 and retained by counsel.)

14 BY MR. CONNOR:

15 Q. Let me show you what's marked Exhibit 56 and  
16 ask you if you have seen that before.

17 A. I saw this before, yes.

18 Q. When did you see it?

19 A. Around somewhere in '96 when my previous  
20 attorney show it to me.

21 Q. Were you ever asked by -- whose signature is  
22 on that, if you can tell?

23 A. It says H. Z., something like that.

24 Q. Possibly N. F.?

25 A. I --

1 Q. You don't recognize it, anyway?

2 A. I don't recognize it.

3 Q. Do you recognize the incident that's  
4 described there?

5 A. Yes.

6 Q. Who did you have a discussion with over that  
7 incident?

8 A. Well, I spoke to my -- my -- the other  
9 avionics gentleman who was supposed to be the lead,  
10 avionics lead.

11 Q. What's his name?

12 A. Dick Oros.

13 Q. Dick?

14 A. Dick, Richard Oros.

15 Q. How do you spell the last name?

16 A. O-r-o-s.

17 Q. Okay. And what was your discussion?

18 A. Was that I need to sort my days off with  
19 him.

20 Q. And did he say no?

21 A. No, he said yes, we could switch days off.

22 Q. Okay. Did someone disapprove that?

23 A. No, not to my understanding. No.

24 Q. Did you -- were you prevented from swapping?

25 A. No.

1 Q. Were you told that you needed to bid the  
2 days off if you wanted them on a regular basis?

3 A. Yes.

4 Q. By whom?

5 A. I think it was Noel Franz.

6 Q. Okay. Is that what that refers to, the  
7 exhibit?

8 A. Yes.

9 Q. All right. Did he ask you to sign the CR-1?

10 A. No.

11 Q. In Exhibit 48, your charge of  
12 discrimination, I take it that this was the same as  
13 all the other charges; you went to the Commission and  
14 somebody took down what you said? You didn't type  
15 this yourself, right?

16 A. No, I did not.

17 Q. And at this point, you had a lawyer  
18 representing you, December 1994?

19 A. Yes.

20 Q. And that was Mr. Kurzban?

21 A. Yes.

22 Q. And you were aware that he had come to see  
23 me about your case and those of others at Flagship,  
24 were you, or were you not?

25 A. I was aware of it, yes.



1 Q. Okay. And the -- at the time that you filed  
2 this amended charge, it seems to me that it says  
3 explicitly that you were sent home on May 12. And I  
4 will ask you to read that sentence, sent home on May  
5 12 out loud, if you could.

6 A. It said on May 12, 1994, I was sent home and  
7 denied overtime work when I questioned why I was being  
8 given job assignment in the minimum equipment listing  
9 book. Another employee --

10 Q. That's what I want to ask you about. Did  
11 that happen?

12 A. Yes. I was sent home, yes.

13 Q. Because you didn't want to do the work in  
14 the MEL list book?

15 A. No, I did not want to do the work. I  
16 explained -- I asked the question, I told him about  
17 what I need to do, and what I need to get the job  
18 done. And that's the time that he respond to me that,  
19 "Well, you got to go home."

20 Q. Do what he asked you to do or go home,  
21 right?

22 A. Do what he asked me to do or go home.

23 Q. Okay.

24 A. And I couldn't do the job.

25 Q. Did you know of anyone else who was asked to

1 do work and refused to do it?

2 A. I don't know of anybody who was asked to do  
3 work and refused to do it. However, I do know that  
4 nobody was asked to do this assignment before in the  
5 company in Miami.

6 Q. Nobody ever?

7 A. No.

8 Q. Even before you were there?

9 A. Not that I know of.

10 Q. So it could have happened, you just don't  
11 know about it?

12 A. Well, for the time I started work at Eagle  
13 up until then, it couldn't have happened in Miami.  
14 Because I started there when they were just start  
15 flying three airplanes with a few people there.

16 So we didn't have computers and things there  
17 then, so it couldn't have happened.

18 Q. When did you get computers?

19 A. Later on, maybe another year down the road.

20 Q. What was the precise thing he asked you to  
21 do?

22 A. It was I must locate all the possible -- all  
23 the possible components that an aircraft will need to  
24 keep flying in case there's a problem came up on any  
25 one of the aircraft that American Eagle flies in

1 Miami.

2 Q. That is, by definition, the minimum  
3 equipment list, isn't it?

4 A. That go beyond the minimum equipment list.

5 Q. In order to keep an aircraft -- in order for  
6 an aircraft to fly, it has to have in operational  
7 condition all of the minimum equipment that's required  
8 by the FAA, right?

9 A. Yes.

10 Q. And that's called the minimum equipment  
11 list, right?

12 A. That's right, yes.

13 Q. All right. Now, what was it that prevented  
14 you from being able to do this work?

15 MR. KARLIN: I'll object to the form. I  
16 think he's made it clear that he wasn't  
17 requesting a minimum equipment list.

18 MR. CONNOR: What? I'm sorry?

19 MR. KARLIN: Your question implies that he  
20 was requested to come up with a minimum equipment  
21 list, and that's why I'm objecting.

22 He can answer the question.

23 BY MR. CONNOR:

24 Q. Let's adjust to that. And what was it that  
25 you told Noel Franz you could not do that he asked you

1 to do?

2 A. I could not come up with all the possible  
3 components that the aircraft required to stay flying.  
4 What they want me to do is to find every part  
5 possible. He didn't -- he didn't build this equipment  
6 listing book. He want me to find everything possible  
7 to allow him to build one.

8 Q. But in your charge, you said you were given  
9 an assignment in the minimum equipment listing book.  
10 And that's the assignment you just described.

11 A. Yes.

12 Q. Tell me every part that would be required  
13 for every aircraft we use to fly.

14 A. That he would put in the minimum equipment  
15 book?

16 Q. Right.

17 A. Everything?

18 Q. Right.

19 A. Was generate an equipment book -- minimum  
20 equipment book for that, that when the problem occur  
21 he goes to that book and say, well, this part and that  
22 part and that part.

23 Q. Either it's there or you don't fly, right?

24 A. No, no. He was going beyond that. Because  
25 it says the minimum equipment book is already there

1 and it indicate what the aircraft can fly with and  
2 what it cannot fly with.

3 Q. Is it a possibility that you didn't  
4 understand the assignment?

5 A. No, it's a possibility that he was  
6 retaliating against me of filing previous  
7 discrimination charge.

8 Q. Okay, I know that's your claim. And I want  
9 to see what you have to prove that claim.

10 What is it in that assignment that day that  
11 led you to believe that it was in retaliation for  
12 filing a charge?

13 A. First, it commence, this job has never been  
14 given to any other employee in the mechanical  
15 department since I have been with American Eagle.

16 Q. Uh-huh.

17 A. Secondly, there's no way I could do -- I  
18 could find all these parts, because I have to go  
19 physically look at the airplane to find out these  
20 components that we need, as he requested. And all the  
21 aircraft we have there was flying. There is no way I  
22 could do that.

23 Q. Did you file a grievance?

24 A. I don't remember filing a grievance on that.  
25 I go straight to the EEOC.

1 Q. Is there -- I think I'm right in this record  
2 that every time I've asked you if you filed a  
3 grievance, you say you don't remember.

4 A. Well --

5 Q. Do you have any evidence that you did file a  
6 grievance?

7 A. I was convinced, Mr. Connor, that the  
8 union--

9 Q. No, I have a question in front of you. Do  
10 you have any evidence that you did file a grievance on  
11 this issue?

12 A. I -- I don't remember. I don't remember.

13 Q. You don't remember if you have any evidence?

14 A. I just don't remember if I file any  
15 grievance on that. And I think the reason for me, if  
16 I don't file one, is because I was convinced that the  
17 union cannot do anything about it. And they will not.

18 Q. And that could be either because they don't  
19 agree with you or for some other reason, right?

20 MR. KARLIN: I'll object to the form.

21 Go ahead and answer it.

22 THE WITNESS: I don't know.

23 BY MR. CONNOR:

24 Q. Now, you say in the charge, Exhibit 48, "I  
25 received a letter from Noel Franz stating I was

1 terminated for conduct and job related problems."

2 Tell us about that. What happened?

3 A. All I was told, that when I requested seeing  
4 my file for three months prior and finally get a  
5 chance to see it, he accused me of pulling a document  
6 from the file.

7 Q. Well, just slow down and tell us exactly  
8 what happened that day. Do you know what day it was?

9 A. That day is right about maybe the 30th of  
10 November '94, somewhere there. I -- he had called the  
11 flight line and told me that my file was available so  
12 I could come and review it. When I get to the hangar  
13 and I report to him, I let him know I was there, he  
14 went into the office and was there for a while, in the  
15 clerk's office, as a matter of fact.

16 And I heard like my name was calling, so I  
17 pulled the door to see, and by then he was holding  
18 onto the door, and I saw he was retrieving documents  
19 from the file.

20 Q. Say what?

21 A. Yes, I said I saw him pulling documents from  
22 the file, from my file. And then he look at me and  
23 smile, and then he came up and said, "Well, you can  
24 look at the file."

25 I was there sitting down, going through the

1 file. With me, I have a bank statement for my wife's  
2 bank in my pocket that I was going to write down  
3 various dates and stuff like that on. And while I was  
4 going through the file, there were two of his main  
5 friends, his good old buddy friends came up and was  
6 sitting around the table while I was reviewing the  
7 file.

8 Q. Who were they?

9 A. They were Ken Alnor and Bill Langorin  
10 (phonetic spellings).

11 Q. And who?

12 A. Bill Langorin. While I was going through  
13 the file, they were there. So when I finished, I  
14 signal to Noel that I was finished. I had the paper  
15 in my pocket at the desk. I was writing down stuff on  
16 it.

17 And he came up to me and said, "Well, what's  
18 that you have in your hands?" I said, "I have a piece  
19 of paper with some information on it." He said, "I  
20 want to see it." And I showed it to him like this.  
21 He look at it, said, "I want to see it again." I  
22 showed it to him. He said, "I want to read it." I  
23 said, "No, this is private information."

24 I flipped it around and showed him the back.  
25 I said, "This is what I wrote down on it," which is



1 about two dates. He said, "I want to read it." I  
2 said, "No, it's a private information. It's from my  
3 wife's bank statement. I cannot give it to you to  
4 read."

5 I walked out of the office, and he walked  
6 behind me. And he was saying, "Come back here. I  
7 want to talk to you." I said, "What are you going to  
8 talk to me about?"

9 I go through the door and he came behind me  
10 and he pushed me from behind. I slipped down the  
11 stairs. I seek medical attention the following day.  
12 And when I --

13 Q. Would you run that by again slower? I'm  
14 not -- I'm having trouble with your accent. I'm  
15 sorry.

16 A. Okay. He followed me -- he was getting  
17 upset when I wouldn't give him the paper that wasn't  
18 any of the file, with private information on the  
19 paper. He was very upset and screamed, talked loud,  
20 screaming at the top of his lungs. He wanted the  
21 paper.

22 So I said, "No, this is not the company  
23 paper, this is not the file document. This is a  
24 personal thing for my wife. I cannot give it to you."

25 Q. It had a bank --



1 whether it hurt or not. At the time, I was thinking  
2 about, well, you know, this is private information. I  
3 don't need to give it to anybody.

4 Q. Have you -- is there a notice in the shop  
5 out there that you can be inspected when you're  
6 leaving --

7 A. No.

8 Q. -- to see if you have company tools or  
9 anything like that?

10 A. I haven't seen such a notice.

11 Q. Never saw it?

12 A. No, but I think sometime they can -- if they  
13 suspect you of doing illegal stuff, they can ask you  
14 to --

15 Q. Show them --

16 A. -- show them what you have.

17 Q. Show what you have.

18 A. What you have, yes.

19 Q. Okay. And you don't think there's anything  
20 wrong with that, do you?

21 A. Based upon the context that they're doing  
22 it.

23 Q. Do you?

24 A. I don't -- I don't think anything is wrong  
25 with asking somebody who has been suspected of

1 stealing from the company for search.

2 Q. Being asked --

3 A. For to search his tool box or his lunch box.  
4 But for a piece of paper that is private information,  
5 I don't think, you know, it is right to want to take  
6 it.

7 Q. Well, if you -- if you open the man's tool  
8 box in the search you said was okay, and inside the  
9 tool box is something, is a bank statement, the wife's  
10 bank statement, there's nothing wrong with looking at  
11 it then?

12 A. It wasn't inside there.

13 Q. I'm asking you a question based on your  
14 answer before.

15 MR. KARLIN: I'm going to object.

16 BY MR. CONNOR:

17 Q. If there's something personal inside the  
18 tool box -- your view is there isn't anything wrong  
19 with asking the man to open the tool box, right?

20 A. You don't go into a person's tool box unless  
21 they ask you to.

22 Q. Exactly. You don't unless you have the  
23 suspicion that they're stealing, right?

24 A. I don't -- I don't think I understand your  
25 question you're coming across.

1 Q. Well, I'm just trying to follow up on what  
2 you told me. And if I understood you correctly, you  
3 said that if there was a suspicion that there were  
4 tools being stolen, you understand that the company  
5 has the right to ask the man to open the tool box and  
6 show them.

7 A. Yes.

8 Q. Okay. Now, if there -- if that man is  
9 walking out with a tool box, and inside the tool box  
10 is personal information that he doesn't want the  
11 supervisor to see, it's still okay for the supervisor  
12 to ask him to open it, right?

13 A. The supervisor would have to check the tool  
14 box before the man had permission to leave the  
15 compound.

16 Q. I'm sorry?

17 A. The supervisor would have to check the tool  
18 box before the mechanic get permission to leave the  
19 compound.

20 Q. Right.

21 A. They have a time for that. If you're going  
22 to leave, they're going to come and check it, get a  
23 tool listing and check it before they said you can  
24 leave. And tape it up, too, before you can leave.

25 Q. Okay. If there was anything in that tool

1 box that was personal, the supervisor would have to  
2 see it if he opened the box, right?

3 MR. KARLIN: I'll object.

4 Go ahead and answer.

5 THE WITNESS: Well, at the time, the  
6 personal stuff would be at a -- covered up maybe  
7 in an envelope or something. You wouldn't be  
8 throwing down the box like that. So more than  
9 likely he wouldn't have seen what's inside the  
10 envelope.

11 BY MR. CONNOR:

12 Q. Well, you're changing the facts on me, but  
13 all right. I have the picture. All right.

14 So he asked you to show him again, and you  
15 declined. And then what happened?

16 A. I walked away from him because I was -- he  
17 was upset, and I fear, you know, I would be retaliated  
18 against.

19 Q. Who was around?

20 A. These two guys, his two buddies. So I  
21 walked away from him, go through the door. Where they  
22 were sitting, they couldn't see when I exit the door.  
23 I go through the door, he came behind me and grabbed  
24 my shoulder and pushed me. And I slipped down the  
25 stairs.

1 Q. He grabbed your shoulder and you slipped  
2 down the stairs?

3 A. And pushed me. And I said don't --

4 Q. And pushed you?

5 A. He pushed me, yes, physically pushed me.  
6 And he was the only supervisor there then, so I had  
7 nobody to report it to.

8 Q. You had nobody to report it to?

9 A. No.

10 Q. Nobody in Nashville?

11 A. Nobody on the job.

12 Q. Nobody in Nashville that you could call  
13 about that?

14 A. I could have called Nashville when I  
15 returned to work -- because this was like minutes  
16 after 4:00 it happened. I could have called Nashville  
17 when I returned to work, which is three days later,  
18 which I was withheld from entering the compound when I  
19 returned to work.

20 THE COURT REPORTER: I'm sorry. Which you  
21 were --

22 THE WITNESS: Three days later when I  
23 returned to work, I was withheld from entering  
24 the compound. I was told by the supervisor  
25 there, Errol Holland, that Mr. Franz said I must





1 with the earlier grievance that you described in  
2 the -- in relation to your discharge. So I'm  
3 going to ask that you, through your counsel, if  
4 you have a copy of that --

5 MR. KARLIN: We'll search for it.

6 MR. CONNOR: -- give it to us. Okay.

7 (DC Exhibit 71 was marked for Identification  
8 and retained by counsel.)

9 BY MR. CONNOR:

10 Q. DC 71, is that your Worker's Comp claim --

11 A. Yes, sir.

12 Q. -- in relation to that description of the  
13 fall down the stairs?

14 A. Yes.

15 Q. Do you have any current disabilities from  
16 that?

17 A. No.

18 Q. Okay. What were your injuries?

19 A. Hip.

20 Q. Bruised?

21 A. Sprain, something like that. Bruise,  
22 something like that. Strain. It was strained.

23 Q. And how long did it take you to recover?

24 A. Well, I go to intense medication. I went to  
25 the doctor, and after that, I had to still see the AMR

1 doctors for another maybe two or three weeks. So it  
2 takes me anywhere from three to four weeks to  
3 completely have no feelings there.

4 Q. You had no feeling there?

5 A. No hurting, no problem with it.

6 Q. Oh, until you didn't have any pain anymore?

7 A. Any pain anymore, yes.

8 Q. Do you have any explanation for why no one  
9 saw Mr. Franz push you on the stairs?

10 A. At this time, it was after 4:00. We punch  
11 out at 4:00. And it was like 4:45 when this incident  
12 occurred. And the only people that were up in there  
13 is the two guys was sitting inside the conference room  
14 around the table. And they couldn't have seen what  
15 happened because once we get through the door, or to  
16 the door, they cannot see what happened around there.

17 Q. Well, at least one of them described him  
18 going out ten seconds after you. It doesn't take ten  
19 seconds to get down that stairway, does it?

20 A. I don't know how long it take to get down  
21 there.

22 Q. Well, you know the stairway and so do I, so  
23 let's try it here what ten seconds feels like. All  
24 right. Starting now. Okay.

25 Would it take any longer than that to get



1 BY MR. CONNOR:

2 Q. Have you looked at 47 and 48, the EEOC  
3 charges?

4 A. Yes. I looked at them, yes.

5 Q. Okay. There isn't anything in there about  
6 it, is there?

7 MR. CONNOR: The witness is looking at which  
8 one? 47.

9 THE WITNESS: I haven't seen anything in 47  
10 at this point.

11 BY MR. CONNOR:

12 Q. Okay. There's nothing in 48 about it  
13 either, right?

14 A. I haven't seen any.

15 Q. Okay. And in your complaint, Paragraph 21,  
16 there is an allegation that on or about the morning of  
17 October 14, 1994, Mr. Collins reported to work to  
18 begin his shift. Hanging from the mechanics' trailer  
19 was a noose with the words "To hang Dobson" written on  
20 it.

21 A. Yes.

22 Q. Where did that information come from?

23 A. What information?

24 Q. What I just read.

25 A. It came from this noose that I saw inside



1 Q. Okay. Who did you report that to?

2 A. I don't report it to the supervisor. I  
3 report it to my attorney.

4 Q. You did not report it to your supervisor?

5 A. No.

6 Q. Did you report to Mr. Roberson?

7 A. I don't remember.

8 Q. You don't remember?

9 A. I don't remember, no.

10 Q. Well, try hard. Is there anything that  
11 would help you to remember whether you told  
12 Mr. Roberson about this?

13 A. I remember that John Cordero knew about it.  
14 I told John about it. And I don't remember if I told  
15 Mr. Roberson, but I would imagine that he knew about  
16 it.

17 Q. Did you file any kind of a complaint under  
18 the company's EEO policy, Equal Employment  
19 Opportunity?

20 A. No.

21 Q. Did you bring it to the attention of the  
22 Human Resources Department?

23 A. We don't have a Human Resources in Miami  
24 when I was there.

25 Q. Pardon me?

1 A. I didn't know of a Human Resources  
2 Department when I was in Miami working.

3 Q. You don't know there was one?

4 A. No. I don't know of one, no.

5 Q. Personnel Department?

6 A. I know the Personnel Department, yes.

7 Q. Okay. And did you bring it to them?

8 A. No, I did not.

9 Q. Why not?

10 A. Because I have my attorney dealing with it  
11 already.

12 Q. In October of 1994?

13 A. That's correct.

14 Q. And your attorney assisted you in preparing  
15 your EEOC charge?

16 A. No, he did not.

17 Q. The amended charge?

18 A. He did not, no.

19 Q. He did not?

20 A. No, he did not.

21 Q. Why didn't you report that incident -- did  
22 you regard that as a racial incident?

23 A. Yes.

24 Q. Okay. Why didn't you report that to the  
25 EEOC when you amended your charge two months later?





1 that, then?

2 A. I retained him after I filed the previous  
3 charges, after that.

4 Q. So you had some consultation with him --

5 A. Yes.

6 Q. -- after you filed the charge?

7 A. Yes.

8 Q. And before you filed the amended charge?

9 A. Yes.

10 Q. And you told him about the noose incident.

11 MR. KARLIN: You're getting into --

12 THE WITNESS: Yes.

13 MR. CONNOR: I'm not --

14 MR. KARLIN: Well --

15 MR. CONNOR: I don't think that's invading,  
16 and I'm certainly not going to try.

17 BY MR. CONNOR:

18 Q. Did you -- in -- you've now seen Exhibit 70,  
19 which is my letter to Mr. Kurzban after he came to see  
20 me about it in December of 1994.

21 Were you ever advised -- advised is -- were  
22 you ever -- did you ever consider going to Nashville  
23 to present evidence on this alleged noose incident to  
24 Cathy Janas in the Personnel and Human Resources  
25 Department?

1 A. If I was asked who my attorney then --

2 MR. KARLIN: Just answer the question.

3 THE WITNESS: Yes, I would.

4 BY MR. CONNOR:

5 Q. You did consider doing it?

6 A. Yes.

7 Q. When?

8 A. When I heard of the investigation was going  
9 on.

10 Q. And why didn't you go?

11 A. I wasn't asked to go.

12 Q. I don't want to get -- we'll make that  
13 clear, and you jump in as appropriate. I don't want  
14 to get between you and Mr. Kurzban, but I want to ask  
15 you to read the "however" paragraph on Page 2 of  
16 Exhibit 70 to yourself.

17 Now, that is an invitation to have you go to  
18 Nashville and present your evidence, isn't it?

19 A. Yes.

20 Q. Did you at any time after that January 9,  
21 1995, consider going to Nashville to take up that  
22 invitation?

23 A. If I had known about it, then I will.

24 Q. Pardon me?

25 A. If I had known about it, I would have

1 considered going up there.

2 Q. Were there any other incidents that you  
3 regard as racial that occurred in the year before your  
4 discharge that you haven't already talked about?

5 MR. KARLIN: I'll object to the form. He  
6 can answer the question. It's kind of a broad  
7 question.

8 MR. CONNOR: It's late.

9 MR. KARLIN: What?

10 MR. CONNOR: It's getting late.

11 BY MR. CONNOR:

12 Q. Are you having trouble with that?

13 A. Yes, I have trouble with the way you phrase  
14 the question.

15 Q. All right. You have told us that there was  
16 a noose incident directed at you --

17 A. Yes.

18 Q. -- and that you believe that that was based  
19 on race.

20 A. Yes.

21 Q. Is there any other incident that occurred  
22 that you attribute to racial motives in the, let's say  
23 the three or four months before you were discharged?

24 A. Incidents where that mechanics were asked to  
25 write statements against me, so --



1 A. No, not right there and then.

2 Q. Did you get it later?

3 A. Yes.

4 Q. How did that happen?

5 A. The company oppose me getting it and I was  
6 to file an appeal and hire an attorney to represent me  
7 for the hearing, the appeal. And that's how I got it.

8 Q. And did the company withdraw its opposition?

9 A. It didn't show up.

10 Q. Didn't show up.

11 Was Mr. Kurzban that attorney?

12 A. No.

13 Q. Did you ever see a picture that depicted  
14 black people in a negative way?

15 A. Yes.

16 Q. What was it?

17 A. Polaroid -- Polaroid picture with my name on  
18 it and another mechanic, Ozzie Russell's name on it,  
19 state that Dobson has to meet me at the ramp at 10:00,  
20 something like that. The picture have white  
21 correct -- what you call it, correction --

22 Q. Correct tape?

23 A. Correct --

24 Q. Correct type?

25 A. Correction type fluid marked over it in

1 white, stuff like that.

2 Q. It was a plain black surface with two faces  
3 painted on it?

4 A. Two faces painted on it.

5 Q. When was that?

6 A. That was back in sometime like in '94.

7 Q. And do you regard that as a racial incident?

8 A. Yes, sir.

9 Q. So that's one -- that's what I was asking  
10 about is whether you knew of any others.

11 What did you do about that?

12 A. Well, that was forwarded on to my attorney,  
13 too.

14 Q. You didn't talk to anybody inside the  
15 company?

16 A. No, I did not.

17 Q. Didn't go to personnel?

18 A. I talked to the union, I didn't talk to the  
19 personnel.

20 Q. You did go to the union?

21 A. Yes, talked to the union about that, yes.

22 Q. Did you talk to Mr. Roberson?

23 A. Talked to Mr. Cordero.

24 Q. Mr. Roberson?

25 A. No, Mr. Cordero talked to him.

1 Q. You think Mr. Cordero talked to  
2 Mr. Roberson?

3 A. I think so.

4 Q. Okay. And what -- did you file a grievance  
5 or anything over that?

6 A. No, I did not.

7 Q. Do you have that photograph with you?

8 A. Not -- not in my possession, no.

9 Q. Do you know where it is?

10 A. I think my counsel should retain that.

11 Q. This counsel?

12 A. Initially, Ira has it, so I assume.

13 Q. And who put -- who put the noose up in the  
14 trailer?

15 A. I don't know.

16 Q. Who put the picture up?

17 A. I don't know.

18 Q. Where was the picture when you first saw it?

19 A. The picture was -- I found it on Ozzie  
20 Russell's mail box.

21 Q. Did you ever hear any employees teasing one  
22 another because they were Cuban or -- you referred to  
23 the Cuban clique in your last setting on this  
24 deposition.

25 Did you say that to them when you were





1 A. Well, I --

2 Q. -- assuming that's a different group.

3 A. I never heard them.

4 Q. Did you ever hear any -- either of those  
5 groups or any black mechanics joke about themselves?

6 A. No.

7 Q. On racial issues?

8 A. No.

9 Q. So you never heard any racial jokes while  
10 you were out there?

11 A. I haven't heard any from -- any black racial  
12 jokes.

13 Q. Okay. Did you work the same shift with  
14 Anthony Lee?

15 A. No.

16 Q. With Mr. Russell?

17 A. At some stage of the game, yes, he does.

18 Q. Mr. McLean?

19 A. I'm not sure about Mr. McLean.

20 Q. Camejo?

21 A. I'm not sure about. Mr. Camejo.

22 Q. Now, you've told me about -- did you ever  
23 find out from anybody through hearsay or rumor who  
24 made the picture and who made the noose?

25 A. Nobody talked about it.

1 Q. Did anybody say to you that these are --  
2 that this noose has got your name on it because you're  
3 black?

4 A. No.

5 Q. Do you have any witnesses to the noose or  
6 the picture incident besides yourself and Mr. Russell?

7 A. I don't understand the question.

8 Q. Do you have anyone who you know actually saw  
9 it?

10 A. Yes.

11 Q. Who?

12 A. Henry Cruz.

13 Q. Henry Cruz?

14 A. Yes.

15 Q. Who else?

16 A. Well, it was myself and him that showed up  
17 at work that morning around about the time when I saw  
18 the noose hanging from the roof.

19 Q. Did you say anything to him?

20 A. I looked at it, he looked at it and he  
21 smiled and said, "Noel said it's to hang you."

22 Q. He said what?

23 A. He said, "Noel says it's there to hang you."

24 Q. He said what?

25 A. Noel Franz says that this noose is to hang



1 Q. Do you know of any employee to whom that  
2 policy did not apply?

3 MR. KARLIN: He just gave you a response to  
4 that question.

5 MR. CONNOR: I'm not sure that I agree with  
6 that, but --

7 BY MR. CONNOR:

8 Q. Except for that one time with Mr. Underhill,  
9 do you know of anyone else?

10 A. I didn't follow it up.

11 Q. Do you know of any other employee who had a  
12 similar incident to yours in looking at his personnel  
13 file?

14 MR. KARLIN: I'll --

15 BY MR. CONNOR:

16 Q. That is, do you know of any individual who  
17 asked to see his personnel file and then was  
18 challenged for having taken something out of the file?  
19 Did you ever hear of that happening with anyone else?

20 A. No.

21 Q. And did you know that it was company policy  
22 that you could not take things out of the file?

23 A. Yes.

24 Q. Because you had made an inspection several  
25 times prior to that, right?

1 A. Yes.

2 THE VIDEOGRAPHER: One moment. I need to  
3 change video. We're going off the record. The  
4 time is 2:33 p.m.

5 (Discussion off the record.)

6 THE VIDEOGRAPHER: The time is 2:33 p.m.  
7 We're back on the record.

8 BY MR. CONNOR:

9 Q. Did you ever hear anybody -- other than the  
10 time Mr. Perez allegedly called you a nigger, did you  
11 ever hear anyone else use that term?

12 A. On the job or --

13 Q. On the job.

14 A. No, never.

15 Q. Okay. Any other -- were you ever harassed  
16 physically based on your race in any way?

17 A. No.

18 Q. Other than the noose and the picture, were  
19 there any other demonstrations or things put up that  
20 you thought were racially offensive?

21 A. No.

22 Q. What assignments outside of your job  
23 classification did you experience?

24 A. I used to experience a lot of times I had to  
25 still come in and clean the hangar, sweep the hangar



1 didn't got as part of the file.

2 THE COURT REPORTER: I'm sorry, I didn't  
3 understand that last part. "Naturally, they  
4 wrote it, but I --"

5 THE WITNESS: It was not part of their  
6 personnel file.

7 BY MR. CONNOR:

8 Q. Let me show you --

9 MR. CONNOR: Have we entered into a  
10 confidentiality stipulation?

11 MR. KARLIN: I'm sorry?

12 MR. CONNOR: Have we entered a stipulation  
13 on confidentiality?

14 MR. KARLIN: I don't recall at the moment.

15 (DC Exhibit 72 Composite was marked for  
16 Identification and retained by counsel.)

17 BY MR. CONNOR:

18 Q. I'm going to ask you to look at what's  
19 marked as DC 72, it's a composite package.

20 (Discussion off the record.)

21 BY MR. CONNOR:

22 Q. Having reviewed Number 72, Mr. Collins, you  
23 would no longer say that Mr. Underhill had nothing  
24 happen to him for his quality assurance mistakes,  
25 would you?

1 A. No. What I would say that these are things  
2 that they never used to give to him, and maybe because  
3 I complained about it, they gave it to him and have  
4 him sign it.

5 Q. In 1991? When did you complain about it?

6 A. I've been complaining about it for quite  
7 awhile. Long time.

8 Q. Are there any other people that you think --  
9 any other white people that you think did not get  
10 quality assurance notifications like yours besides  
11 Mr. Underhill?

12 A. I think Mark Howard never get these things  
13 for the same problems.

14 Q. And have you remembered him since the last  
15 deposition?

16 A. Yes.

17 Q. What did he do that was the same as you  
18 and --

19 A. What he do with same similar response was  
20 not updating MEL in the computer properly on time.

21 Q. Probably?

22 A. Computer MEL's properly.

23 Q. Properly.

24 A. In the required time and stuff like that.

25 Q. Now, are you testifying here under oath that



1 Mark Howard did that and never received a quality  
2 assurance notice?

3 A. In addition to that --

4 Q. Are you saying that?

5 A. Repeat the question for me.

6 Q. Are you saying here under oath that you know  
7 that Mark Howard never received a quality assurance  
8 notice?

9 A. I never said he never received one.

10 Q. Okay.

11 A. I know of incidents where there were  
12 problems develop with the computer, Sabre system, and  
13 I know of he didn't get one then.

14 However, American Eagle have a way of  
15 sticking things into people's files on them.

16 MR. CONNOR: I -- I -- if you're getting  
17 this, you've got to repeat that for me or maybe  
18 have it read back.

19 THE COURT REPORTER: Just the last part?

20 MR. CONNOR: Yeah.

21 (Answer read back by the reporter.)

22 BY MR. CONNOR:

23 Q. Oh, you -- what are you suggesting, that  
24 Exhibit 72 was stuck in someone's file like that?

25 A. Well, what I'm instigating is that they

1 could have gone back to Underhill and have him do  
2 these, write them up and have him sign them, yes,  
3 because --

4 Q. When?

5 A. They can do it any time, just like this.

6 Q. Are you saying they did it?

7 A. They're capable of doing it.

8 Q. Did they do it? Can you say under oath that  
9 you know they did it?

10 A. I don't know if they're doing that, but what  
11 I'm saying is that I'm positive there are instances  
12 where myself and he get the same CR-1's -- as a matter  
13 of fact, noncompliance -- and he was told not to worry  
14 about it. I say the noncompliance and he confirmed  
15 that Noel Franz --

16 Q. Well, we'll compare the dates on the ones  
17 that we admitted earlier with yours and this one.

18 Mr. Howard, though, you said received no  
19 counseling or discipline over some incident with the  
20 Sabre?

21 A. What I said that at least one time I know  
22 of, he create -- he made mistakes with the MEL's and  
23 didn't get a noncompliance for it.

24 Q. How do you know that?

25 A. Because I was there when it happened.

TULE FORM B-5-3

## QUALITY ASSURANCE NOTIFICATION OF NON-COMPLIANCE

TO: DORSON COLLINS

COPY: \_\_\_\_\_

N 54 AE

STATION MIA

DATE 3/29/98

MANUAL REF: \_\_\_\_\_

FAR REF: \_\_\_\_\_

**NON-COMPLIANCE**

FAIL TO SIGN OFF THE WORK PERFORMED  
ON THE DOOR SEAL, ON CARD NO. 4232. ON  
AIRCRAFT 854 AE. TAT-701.9 TC-635. THE  
EMPLOYEE WAS ISSUED THE JOB AT APP. 5 PM AND  
HE COMPLETED THE JOB AT APP. 11 PM

DEFENDANT'S  
EXHIBIT

9-26

ALL-STATE INTERNATIONAL

SIGNATURE [Signature]

EMPLOYEE NAME (PRINT) DORSON COLLINS

EMPLOYEE NUMBER 17132

EMPLOYEE STATEMENT

REQUIRED

NOT REQUIRED

After finished installing the Passenger Door Seal to Aircraft  
I told my Leadman Gus Rayes that I was going to sign off the job  
and he-enter for a pressure check. He replied Don't worry about  
it. I will take care of it. This is not the first time I was behind  
on signing off jobs that I have performed.

SIGNATURE [Signature]

DATE 3-27-98

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE [Signature]

DATE 3-27-98

COPIES:

White - RETURNED ANSWERED

Pink - EMPLOYEE

Yellow - STATION FILES

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS (INTERNATIONAL - 15 DAYS)

TULE FORM B-5-3

# QUALITY ASSURANCE NOTIFICATION OF NON-COMPLIANCE

TO:

DORSON COLLINS

*Issued  
9-12-91*

COPY:

N 854AE

STATION

MIA

DATE

4-3-90

MANUAL REF:

FAR REF:

NON-COMPLIANCE

NO REASON FOR INOP GYRO OUT  
OF 854AE - NO INDICATION  
OF REASON FOR REMOVAL OTHER  
THAN ☒ T/S HOOT

SIGNATURE

*[Signature]*

EMPLOYEE NAME (PRINT)

EMPLOYEE STATEMENT\*

REQUIRED

EMPLOYEE NUMBER

NOT REQUIRED

SIGNATURE

DATE

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE

DATE

COPIES:

White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS (INTERNATIONAL - 15 DAYS)

AE 001/0-10/88

**AMERICAN EAGLE**

**ROTABLE PARTS CONTROL TAG**

**CONTROL NO. 17374**

ATA-34

**SERVICEABLE DATA**

**REMOVED DATA**

PART NUMBER ON

531-574

PART NUMBER OFF- 4020531-574

SERIAL NUMBER ON

4999

SERIAL NUMBER OFF- 1607-999

NOMENCLATURE-

~~Receiving 531-574~~

REMOVED FROM- N854 ME

TSN TSC

CSO TT

TAT 719.8 LDG 671

☐ NEW ☐

☐ REPAIR ☐ BENCH CHECK

POS F/O STA Mi'a LG PG-39825

☐ CONT TIME

Receiving 531-574

REASON REMOVED: ☐ SCHD ☒ TSHOOT

FROM EQUIP

TT POS F/O

☐ CONV ☐ PIREP ☐ OTHER

RECEIVING DATA

TRANSACTION #

VENDOR/AGENCY

RECEIVING INSPECTOR

SHELF LIFE FOR

STA Mi'a

BY/ 179338

DATE 4-3-90

PART ISSUED

COMPONENT COPY - REPAIRABLE

TULE FORM B-5-3

# QUALITY ASSURANCE NOTIFICATION OF NON-COMPLIANCE

TO:

DOBSON COLLINS

COPY: \_\_\_\_\_

N

854 AE

STATION

MIA

DATE

3/29/90

MANUAL REF: \_\_\_\_\_

FAR REF: \_\_\_\_\_

NON-COMPLIANCE

Failed to sign off the work performed  
on the door seal, on card No. 4232. On  
Aircraft 854 AE. TAT-701.4 TC-635. The  
employee was issued the job at app. 5 PM and  
he completed the job at app. 11 PM

SIGNATURE



EMPLOYEE NAME (PRINT)

DOBSON COLLINS

EMPLOYEE NUMBER

179338

EMPLOYEE STATEMENT

REQUIRED

NOT REQUIRED

After finished installing the passenger door seal to A/C 854  
I told my leadman Gus Rayes that I was going to sign off the item  
and re-enter for a pressure check, he replied don't worry about  
it I will take care of it. This is not the first time I was denied  
from signing off jobs that I have performed.

SIGNATURE



DATE

3-29-90

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

Counseled

SIGNATURE



DATE

8-20-90

COPIES:

White - RETURNED ANSWERED

Pink - EMPLOYEE

Yellow - STATION FILES

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS (INTERNATIONAL - 15 DAYS)



1) I Gus Reyes was never ask about door seal on 854 by D. Collins. I Gus Reyes as a lead was not working 854NE that night. J. Morales was A sign lead on 854NE and work all night with D. Collins

DEFENDANT'S  
EXHIBIT

DC-16A

ALL-STATE® INTERNATIONAL





TULE FORM 8025

**QUALITY ASSURANCE  
NOTIFICATION OF NON-COMPLIANCE**

TO: D. COLLENS #179338  
COPY: BASC MGR.

N 210 AR STATION MEZAMZ DATE 2/15/91

MANUAL REF: GPM 2-28

FAR REF: \_\_\_\_\_

NON-COMPLIANCE

① ITEM 56 LOG PAGE 02705 MANHOURS  
NOT DOCUMENTED

129871  
SIGNATURE R. Chin

EMPLOYEE NAME (PRINT) \_\_\_\_\_  
EMPLOYEE STATEMENT \_\_\_\_\_

REQUIRED ☒

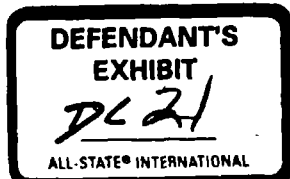
EMPLOYEE NUMBER \_\_\_\_\_  
NOT REQUIRED ☐

Reviewed GPM 2-28 3-4-91 & will comply,  
with all present & future requirements.

SIGNATURE D. Collins DATE 3-4-91

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE



SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COPIES:

Respond to applicable manager within 72 hours.

**LG PG 02705**

WHITE - RETAIN IN LOG  
YELLOW - RECORDS  
PINK - MAINT. CONTROL  
GREEN - ACTION (REF.)

**AIRWORTHINESS RELEASE:**  
ALL MAINTENANCE FOR INDICATED  
CHECK HAS BEEN COMPLETED IN AN  
AIRWORTHY MANNER AND IN ACCOR  
DANCE WITH MAINTENANCE PAGE 2

C/W

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: D. COLLINS #179338  
COPY: BASE MGR

N 845 STATION MEA DATE 2/24/91  
MANUAL REF: GPM 2-28 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ITEM 26 LOG ABC 03031 MANHOURS NOT  
DOCUMENTED

128871  
SIGNATURE R. Collins

EMPLOYEE NAME (PRINT) \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_  
EMPLOYEE STATEMENT \_\_\_\_\_ REQUIRED ☒ NOT REQUIRED \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Acknowledge Gpm 2-28 to prevent occurrences

SIGNATURE D. Collins DATE 3-12-91

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-21(A)

ALL-STATE® INTERNATIONAL



# AMERICAN EAGLE AIRCRAFT MAINTENANCE LOG

LG PG 03031

A/C # N 845AE

DATE 02 / 16 / 91

TYPE A/C SA226 ☐ SA227 ☐

ENGINE DATA		IAS	IOAT C	+10	PRESS ALT	10,700			
ENG	FUEL FLOW	OIL PRESS	OIL TEMP	ANT ICE	SPEED				
1	635	71	917.7	390	390	100	75	OFF	ON
2	635	72	917.7	390	390	100	75	OFF	ON
VOR CHECK		OK		CAPT		178820 MIA			
BY R1220		CAPT		CAPT		178797 MIA			
ID # 312454		CAPT		CAPT					

MECHANICAL DISCREPANCIES					ACTION TAKEN					
1 NO.	BY	ID #	FLT #	STA	NO.	DATE	STA	ATA	BY	
26	R1220	312454	5691	STA MIA	26	2-16-91	STA MIA	ATA 23-10	Collins	
STATIC PLANE IN RADIO when					RE-MOVE & REPLACED #1 COMM					ID # 179338
RECEIVING					JAW mm. 23-10 Operation					P/N OFF 622-6520-008
					CHECK ON ground OK.					S/N OFF 7704
					TAT. Cyc.					P/N ON 17221520-008
					2828.9 2826					S/N ON 10886
2 NO.	BY	ID #	FLT #	STA	NO.	DATE	STA	ATA	BY	
									ID #	
									P/N OFF	
									S/N OFF	
									P/N ON	
									S/N ON	
3 NO.	BY	ID #	FLT #	STA	NO.	DATE	STA	ATA	BY	
									ID #	
									P/N OFF	
									S/N OFF	
									P/N ON	
									S/N ON	
NO.	BY	ID #	FLT #	STA	NO.	DATE	STA	ATA	BY	
									ID #	
									P/N OFF	
									S/N OFF	
									P/N ON	
									S/N ON	

WHITE - RETAIN IN LOG  
YELLOW - RECORDS  
PINK - MAINT. CONTROL  
GRF - STATION (REF.)

AIRWORTHINESS RELEASE:  
ALL MAINTENANCE FOR INDICATED  
CHECK HAS BEEN COMPLETED IN AN  
AIRWORTHY MANNER AND IN ACCORDANCE

DATE

TIME

ID #

STA

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO:

D. COLLINS 179338

COPY:

BASE MGR

N

180 AE

STATION

MRA

DATE

2/21/91

MANUAL REF: GPM

FAR REF:

NON-COMPLIANCE

① ITEM 51 LOGPAGE 11651 ATA  
MISSING FROM ACTION TAKEN  
HOLDING

② ITEM 53 LOGPAGE 17651 MANHOURS  
NOT DOCUMENTED

129871

SIGNATURE

[Signature]

EMPLOYEE NAME (PRINT)

EMPLOYEE STATEMENT

REQUIRED

☒

EMPLOYEE NUMBER

NOT REQUIRED

SIGNATURE

DATE

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Acknowledge Gpm 2-2485-01 to David Fetter  
acknowledges

SIGNATURE

[Signature]

DATE

3-12-91

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-21B

ALL-STATE® INTERNATIONAL



# AMERICAN EAGLE AIRCRAFT MAINTENANCE LOG

LG PG 11651

A/C # N 180AE  
DATE 02 19 1991  
TYPE A/C: SA226 ☐ SA227 ☐  
OTHER SE-3

ENGINE DATA		IAS	IOAT C	PRESS ALT	FUEL FLOW		OIL PRESS	OIL TEMP	ANTI ICE	BLEED
ENG	EGT	TO	PPH							
1	845	69	1270	98	510	90	90	(OFF)	(ON)	
2	850	69	1270	97	520	90	99	(OFF)	(ON)	
FUEL FLOW OF DAY		(OK)		INTERPRET		A/C ACCEPTED BY				
BY <u>134810</u>		1 125		OEM 355		CAPT		134810		
ID <u>134810</u>		2 125		ESS		CAPT				
		3 125		DOCKOR		CAPT				

MECHANICAL DISCREPANCIES					ACTION TAKEN					
1 NO. 50	BY <u>F-ARMAN</u>	ID # <u>134810</u>	FLT # <u>5677</u>	STA <u>MIA</u>	1 NO. 50	DATE <u>2-19-91</u>	STA <u>MIA</u>	ATA <u>33/40</u>	BY <u>F-ARMAN</u>	
RH Landing light WWP.					REPL RH Landing light					ID # <u>179387</u>
					OPS CHECK OK					PIN OFF <u>Q4681</u>
					19W M/M.					SIN OFF
					M/M 15					PIN ON <u>Q4681</u>
					TAT 1741.4 C/C 1698					SIN ON
2 NO. 51	BY <u>F-ARMAN</u>	ID # <u>134810</u>	FLT # <u>5679</u>	STA <u>MIA</u>	2 NO. 51	DATE <u>2-19-91</u>	STA <u>MIA</u>	ATA	BY <u>D. Call</u>	
Rotating Beacon CB popped twice in FLT.					DEFERRED AS PER MEL 33-43					ID # <u>179338</u>
					- 2 PWH. # 2178 D 0.3 NR					PIN OFF
					TAT 1741.4 C/C 1698					SIN OFF
										PIN ON
										SIN ON
3 NO. 52	BY <u>F-ARMAN</u>	ID # <u>134810</u>	FLT # <u>5640</u>	STA <u>MIA</u>	3 NO. 52	DATE <u>2-19-91</u>	STA <u>MIA</u>	ATA <u>31-30</u>	BY <u>D. Call</u>	
DEFEC light illuminated twice in flight					DEFERRED AS PER MEL 33-30					ID # <u>179338</u>
Had to reset breaker to extinguish light.					A/C # 2179 D 0.3 NR					PIN OFF
Light then illuminated again.					TAT 1742.4 C/C 1760					SIN OFF
										PIN ON
										SIN ON
NO. 53	BY <u>F-ARMAN</u>	ID # <u>134810</u>	FLT # <u>5640</u>	STA <u>MIA</u>	NO. 53	DATE <u>2-19-91</u>	STA <u>MIA</u>	ATA <u>71-32</u>	BY <u>D. Call</u>	
When CTDI engaged and set for 92%					DEFERRED AS PER MEL 73-32					ID # <u>179338</u>
LT Torque 90% R/T Torque 94%					A/C # 2180 D					PIN OFF
										SIN OFF
										PIN ON
										SIN ON

WHITE - RETAIN IN LOG  
YELLOW - RECORDS  
PINK - MAINT. CONTROL  
GREEN - TATION (REF.)

AIRWORTHINESS RELEASE:  
ALL MAINTENANCE FOR INDICATED  
CHECK HAS BEEN COMPLETED IN AN  
AIRWORTHY MANNER AND IN ACCOR-  
DANCE WITH NASHVILLE EAGLE

SIGNATURE \_\_\_\_\_ ID # \_\_\_\_\_ STA \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ TYPE C \_\_\_\_\_ C/W \_\_\_\_\_



TULE FORM 8025

**QUALITY ASSURANCE  
NOTIFICATION OF NON-COMPLIANCE**

TO: D. COLLINS 179338  
COPY: BASC MGR

N 193AE STATION MZA DATE 2/21/91  
MANUAL REF: GPM 2-28, 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

- ① ITEM 2 LOGPAGE 03098 MANHOURS NOT DOCUMENTED, MANUAL REFERENCE NOT DOCUMENTED
- ② ITEM 3 LOGPAGE 03098 WORKCARD REFERENCE NOT DOCUMENTED

125871  
SIGNATURE R. Collins

EMPLOYEE NAME (PRINT) \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_  
EMPLOYEE STATEMENT \_\_\_\_\_ REQUIRED ☒ NOT REQUIRED \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**\*ATTACH SEPARATE SHEET IF NECESSARY**

**ACTION TAKEN TO PREVENT RECURRENCE**

- (1) ~~Acknowledge~~ Acknowledge Gpm 2-25 to avoid future occurrences.
- (2) Acknowledge Gpm 5-01 to avoid future occurrences

SIGNATURE D. Collins DATE 3-12-91

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-21C  
ALL-STATE INTERNATIONAL



# AMERICAN EAGLE AIRCRAFT MAINTENANCE LOG

LGPG 03098

ENGINE DATA	IAS	205	IOAT C	-14	PRESS ALT	19.0		
ENG								
1	865	67	95	1270	500	70	80	OFF
2	895	67	95	1270	570	80	70	ON
		OK						
VOR CHECK				CAPT				
BY P. G. VAZZI				CAPT				
ID # 179037				CAPT				
				CAPT				

1 NO. 2 BY COVER ID# 135229 FLT# 5648 STAMPA	1 NO. 2 DATE 2-16-91 STAMPA ATA 33-46	BY D Collins
RIGHT LANDING LIGHT INOP.	Remove & replace right	ID # 179335
	landing operation check	P/N OFF 4681
	OK	S/N OFF
	TAT 1473.2	P/N ON 4651
	CYC 1385	S/N ON
2 NO. 3 BY J Collins ID# 179335 FLT# 1774 STAMPA	2 NO. 3 DATE 2-16-91 STAMPA ATA 05-20	BY D Collins
PSI check due	Procedic Services Check	ID # 179335
	1/2 completed	P/N OFF
	TAT 1473.2	S/N OFF
	CYC 1385	P/N ON
		S/N ON
3 NO. BY ID# FLT# STA	NO. DATE STA ATA	BY
		ID #
		P/N OFF
		S/N OFF
		P/N ON
		S/N ON
NO. BY ID# FLT# STA	NO. DATE STA ATA	BY
		ID #
		P/N OFF
		S/N OFF
		P/N ON
		S/N ON

WHITE - RETAIN IN LOG  
YELLOW - RECORDS  
PINK - INT. CONTROL

AIRWORTHINESS RELEASE:  
ALL MAINTENANCE FOR INDICATED  
CHECK HAS BEEN COMPLETED IN AN  
AIRWORTHY MANNER AND IN ACC

SIGNATURE

ID #

STA



TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: D. COLLINS # 179338  
COPY: BASE MGR

*Issued 3/15/91  
3/15/91  
3/15/91*

N 878 AE STATION MEA DATE 3/15/91  
MANUAL REF: GPM 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ITEM 39 LOG PAGE 03275 MAINTENANCE  
MANUAL / WORK CARD REFERENCE NOT  
DOCUMENTED

SIGNATURE 125075  
R. C.

EMPLOYEE NAME (PRINT) \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_  
EMPLOYEE STATEMENT \_\_\_\_\_ REQUIRED ☒ NOT REQUIRED ☐

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*ATTACH SEPARATE SHEET IF NECESSARY  
ACTION TAKEN TO PREVENT RECURRENCE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-21(D)

ALL-STATE® INTERNATIONAL



# AMERICAN AIRCRAFT MAINTENANCE LOG

LOG 03213

ENGINE DATA		IAS	230	IOAT C	21°	PRESS ALT	2900		
ENG	ECT	TD	RPM	2	FUEL FLOW	OIL PRESS	OIL TEMP	ANT ICE	DEFEAT
1	635	84	97	1/2	450	102	75	OFF	ON
2	635	83	97	1/2	450	102	75	OFF	ON
FIRST FLIGHT 3 DAY ITEMS OK		OK		ENTER PIREP		IA C ACCEPTED BY			
VOR CHECK						CAPT			
BY <u>T</u>		1 SRQ 115.2 349°		CAPT		CAPT			
ID # 199765		2 SRQ 115.2 349°		CAPT		CAPT			
		3		CAPT					

A/C # N 878AE  
DATE 2/24/91  
TYPE OTHER 13A42 SA226 SA227

178970 SRQ  
178970 SRQ

MECHANICAL DISCREPANCIES				NOT TAKEN			
1 NO. 37 BY WILLIAMS ID# 178970 FLT# 7939 STA SRQ	1 NO. 37 DATE 2/24/91 STA MIA ATA 33-10	BY <u>T</u>	ID# <u>178970</u>				
BACKLIGHTING FOR RADAR	DEFERRED AS PER MEL 33-1	P/N OFF	S/N OFF				
ALTIMETER INOP	#2224 CAT B 579MS	P/N ON	S/N ON				
CREW PLACARDED PER MEL 33-1	TRUBLE SHOT FOUND THAT LIGHT IN						
	IND NEEDS R & C INDICATOR ANOMALY						
	TAT 1652.6 CYC 2744						
2 NO. 38 BY WILLIAMS ID# 178970 FLT# 7939 STA SRQ	2 NO. 38 DATE 2/24/91 STA MIA ATA 33-10	BY <u>T</u>	ID# <u>178970</u>				
BACKLIGHTING FOR #2 NAV	IND. & DEFERRED AS PER MEL	P/N OFF	S/N OFF				
SWITCH POSITIONS INOP	33-1 #2225 CAT B	P/N ON	S/N ON				
CREW PLACARDED PER MEL 33-1	SUSPECT NAV. 0.5						
	TAT 1652.6 CYC 2744						
3 NO. 39 BY D. Collins ID# 179338 FLT# MIA STA MIA	NO. 39 DATE 2-24-91 STA MIA ATA 33-10	BY D. Collins	ID# 179338				
RE-ENTERED MIA 25.2 ANTH 2218	REF Cat B. 1.	P/N OFF	S/N OFF				
Seat Belt in op. 5B.	REMOVED MIA 5 MIA	P/N ON	S/N ON				
	TAT 1652.6 CYC 2744						
4 NO. 40 BY D. Collins ID# 179338 FLT# MIA STA MIA	NO. 40 DATE 2-24-91 STA MIA ATA 39-11	BY D. Collins	ID# 179338				
RE-ENTERED MIA 33.1 #2205	REMOVED & REPLACE #2 NAV	P/N OFF	S/N OFF				
#2 NAV Position, Backlighting in op	115.2 349° 0.5 HRTNW	P/N ON	S/N ON				
	TAT 1652.6 CYC 2744						

WHITE - RETAIN IN LOG  
YELLOW - RECORDS  
PINK - MAINT. CONTROL  
GREEN - STATION (REF)

AIRWORTHINESS RELEASE:  
ALL MAINTENANCE FOR INDICATED  
CHECK HAS BEEN COMPLETED IN AN  
AIRWORTHY MANNER AND IN ACCOR-

SIGNATURE DATE TIME TYPE CHECK C/W

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: D. COUZNS # 17933B  
COPY: BASE MBR

N 878AE STATION MEA DATE 8/25/91  
MANUAL REF: GPM 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ITEM 39 LOG PAGE 03275 MAINTENANCE  
MANUAL/WORK CARD REFERENCE NOT  
DOCUMENTED

SIGNATURE 125876  
R. C.

EMPLOYEE NAME (PRINT) \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_  
EMPLOYEE STATEMENT \_\_\_\_\_ REQUIRED ☒ NOT REQUIRED ☐

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Acknowledge Gpm 5-01 to prevent future occurrences

SIGNATURE Kellins DATE 3-12-91

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT  
21E  
ALL-STATE® INTERNATIONAL



# AMERICAN AIRCRAFT MAINTENANCE LOG

LOG 03275

ENGINE DATA		IAS	230	IOAT C	21°	PRESS ALT	2900
ENG	EGT	TO	RPM	FUEL FLOW	OIL PRESS	OIL TEMP	ANTI ICE
1	635	84	97	2/	450	102	75
2	635	83	97	1/2	450	102	75
FIRST FLIGHT DAY		OK		ENTER PIREP		A/C ACCEPTED BY	
VOR CHECK						CAPT	
BY		T				CAPT	
ID #		199765				CAPT	

A/C # N 878AE  
 DATE 21 24 91  
 TYPE OTHER 15A42 SA226 SA227

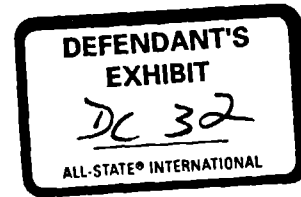
1 NO. 37 BY WILLIAMS ID # 178970 FLT # 7939 STA SQA	1 NO. 37 DATE 2/24/91 STA MIA ATA 33-10	BY	W. Williams
BACKLIGHTING FOR RADAR	DEFERRED AC PER MEL 33-1	ID #	178970
ALTIMETER INOP	# 2224 CAT B STAMS	P/N OFF	
CREW PLACARDED PER MEL 33-1	TRUBLE SHOT FOUND THAT LIGHT IN	S/N OFF	
	IND NEEDS R.C. INDICATOR ON ORDER	P/N ON	
	TAT 1652.6 CXC 2744	S/N ON	
2 NO. 38 BY WILLIAMS ID # 178970 FLT # 7939 STA SQA	2 NO. 38 DATE 2/24/91 STA MIA ATA 33-10	BY	W. Williams
BACKLIGHTING FOR #2 NAV	INOP & DEFERRED AC PER MEL	ID #	178970
SWITCH POSITIONS INOP	33-1 # 2225 CAT B	P/N OFF	
CREW PLACARDED PER MEL 33-1	SUSPECT NAV. 0.5	S/N OFF	
	TAT 1652.6 CXC 2744	P/N ON	
		S/N ON	
3 NO. 39 BY D. Collins ID # 179338 FLT # MIA STA MIA	NO. 39 DATE 2-24-91 STA MIA ATA 33-10	BY	D. Collins
RE-Entered MEL 25.2 Auth 2218	PER Cat B. 11.	ID #	179338
Seat Belt in op. SB.	Removed mol. S MWA	P/N OFF	2010104251
		S/N OFF	
	TAT 1652.6 CXC 2744	P/N ON	2010104251
		S/N ON	
4 NO. 40 BY D. Collins ID # 179338 FLT # MIA STA MIA	NO. 40 DATE 2-24-91 STA MIA ATA 39-11	BY	D. Collins
RE-Entered MEL 33-1 # 2225	REMOVED & REPLACED #2 NAV	ID #	179338
#2 NAV Rechecked, Backlighting in op	115.0 Check 5V 0.5 HRTM	P/N OFF	622-621-01
	115.0 Check 5V 0.5 HRTM	S/N OFF	7696
	115.0 Check 5V 0.5 HRTM	P/N ON	622-621-01
	115.0 Check 5V 0.5 HRTM	S/N ON	7696

WHITE - RETAIN IN LOG  
 YELLOW - RECORDS  
 PINK - MAINT. CONTROL  
 GREEN - STATION (REF.)

AIRWORTHINESS RELEASE:  
 ALL MAINTENANCE FOR INDICATED  
 CHECK HAS BEEN COMPLETED IN AN  
 AIRWORTHY MANNER AND IN ACCOR-

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_  
 ID # \_\_\_\_\_ TYPE CHECK C/W \_\_\_\_\_





TO: CARL VIGNOGNA  
SUBJECT: Dobson Collins  
FROM: RAPHAEL PETER  
DATE: FEB. 3, 1992

On Monday night January 6, 1992 approximately 21:30, all mechanics started working on pitot AIRCRAFT 910. Collins working on routine card number 10.102; inspecting left and right prop deice brush block took approximately four manhours to complete a job that take less than two manhours. After finishing his job Collins started walking around the AIRCRAFT with his hands in his pocket. I approach him and asked him if he was finish with his job. He replied, yea man. I told him the next time you are finish with any job assignments I gives you report back to me for another assignment. He didn't replied.

Approximately 1:30 AM I told Collins to work on a grounding MEL ON AIRCRAFT 259, single point refueling inoperative. I also told him that the usual problem with this system is the sensors To look for the quick disconnect for the sensors on the forward spar and do a continuity check for the wirings and sensor. He asked me, where are the quick disconnect located. I replied, I didn't know which leading edge must be remove; So look it up in the maintenance manual.

find the correct one. Collins went into the library to start his research. After lunch he went to the stockroom and checked out a multi-meter and proceeded to Aircraft 259. He opened the right wing refueling panel and disconnected two cannon plugs. Sticking the meter's probes in the cannon plugs he started checking the wirings for several minutes. I noticed he didn't have the wiring diagram in front of him, so I was wondering what he is checking. Frustrated, Collins went back to the library to do more research. I told supervisor AL ALVAREZ that Collins is working on Aircraft 259. We both agree that checking the sensors is the best way to go. Approximately 3:00 AM, Collins came over to me and AL. Collins wanted to defuel the Aircraft; so he could open the wing tank plate and look at the refuel/defuel valve for proper operation. I asked him if he checked the wirings to the sensors, because the sensor control the valves. He replied, no I haven't, but I think the valve is bad. I told him to look in the wiring diagram and look for the quick disconnect for the sensor. Collins didn't reply and went back to the library. Approximately 4:00 AM AL came over to me and told me that Collins had told him that we didn't have the wiring manual for the refueling system.



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Asked him, if he had the right effectivity code for this particular aircraft. Collins replied where do you look for the effectivity code. AL replied, how long you've been working on SAAB. Collins replied since they arrive in Miami. AL replied, you don't know how to look up the effectivity code of a particular aircraft. So AL shows him how to use the manual correctly. Approximately 4:30AM, I went to see how Collins is doing on AIRCRAFT 259. I asked him if he found the location of the quick disconnect for the sensor. He replied, no and handed me the maintenance manual. I asked him what is this. He replied, read this maintenance manual and it will tell you where the quick disconnect is located. I replied, you must read the maintenance manual and find the location of the quick disconnect for the sensor on the forward spar. AT the same time I was pointing at the right wing. I walked away. Approximately 5:30AM I noticed Collins removing the outboard leading edge. After removing all screws he came over to me and asked me if someone could help me with the removal of the leading edge. I asked him if the quick disconnect is located in that area. He replied, you told me to remove this leading edge. I replied, no I told you to read the maintenance



4

manual for the right location. Frustrated with Collins progress I assigned Bobby Menendez to help Collins with the grounding MSL. The leading edge still mounted on the wing, but all screws missing, I told Collins to put back all the screws he removed. I told Bobby to find the right location for the quick disconnect. A one half hour later Bobby started removing the right leading edge. Approximately 7:00 PM I told Collins what turnover you have. He replied, I'm not telling you anything or signing anything on the non-routine card. I replied, so you screw off all night long and haven't accomplish anything. He replied using abusive language and started walking away to wash up. I told Supervisor Ah about the incident and he told me that he will make sure Collins write down what he did on the back of the non-routine card. I told the leadman on duty from day shift to troubleshoot the system, because nothing was accomplish on this shift. When I came back the next night, I found out that one of the sensor was inoperative.

On Tuesday night January 7, 1992, AFTER accomplishing nothing the night before on AIRCRAFT 259, I told Collins that this is not Line maintenance. We work Every minute of this day hour shift because we are

5

have all the overnight and phase aircrafts ready for the morning bank. He replied, so what, and I told him that I'm going to keep a close eye on him. To make sure he doesn't walk around with his hands on his pocket. To make sure he working all the time.

On Wednesday night January 8, 1992, Both leadmen report to work. We both decided that HAL ALLEN will work the phase and I will work the overnight aircrafts. Collins working on phase aircraft 174. Aircraft 201 was brought over to hangar approximately 1:00am by second shift leads. They told me that it has a firep on the arr data computer, but that it was replaced earlier. I went to Allen and asked him for our avionics technician, which was Collins. I told him that I needed him on A/C 201. To troubleshoot the arr data computer problem. He told me to take him. I walked over to Collins where he was standing around doing nothing. I told him that Aircraft 201 has a firep on the arr data Computer and that the computer was replaced earlier. I told him to work it outside. He replied, yea man let me go to the library and do some research. I decided at that moment to leave Collins alone, because of the argument. We been having since he wanted to third

Shift on the new bid which started January 5, 1992. Approximately 3:00 AM ALLEN came over to me and told me that Collins was having a difficult time with troubleshooting the air data computer. He had to send a tech. three mechanic, Fred Bourdais to teach him how to hook up the pitot-static test equipment. Also how to use the equipment properly. I went over to Collins after talking to ALLEN and asked him how he's doing. He replied, I am doing OK. So I walked away. Approximately 7:00 AM, I went to AIRCRAFT 201 to find out the progress. I asked Collins what he found out. He replied, that he replaced the air data computer again and that the aircraft needed a functional check flight. I asked him, are you sure, because the air data computer was replaced earlier. He replied, stop harassing me all the time. I replied, I'm not harassing you, all I want to know if the job was accomplished. He STARED AT me, and walked away.

On Sunday night, January 12, 1992, AIRCRAFT 219 arrived to the hangar approximately 22:00 for phase check. As the aircraft approach the hangar I observed Collins standing around and looking at everybody working. Other

ARRIVED. Mechanic getting the tractor and tow bar, guiding the aircraft toward the hangar to the proper location. I asked Collins, what are you doing standing around and doing nothing. He replied, I'm waiting for aircraft to come to a complete stop. I replied, why didn't you guide the aircraft in position. He replied, somebody else could do that. I told him after that smart remark to get himself over there and help the other mechanics. He walked over in a very slow pace with his hands in his pocket, looking at everybody working. After the tow bar and tractor was hooked up. Collins jump on the tractor and started pulling it in. Jerking the aircraft back and forth with the tractor, he finally got the aircraft stuck in a ditch by the tracks for the hangar doors and couldn't get out. I told Collins to get off the tractor before you damage the nose gear. I told all the mechanics to grab a section of the wing and also told mechanic AL CABRERA to jump on the tractor. At the same time Collins just stood there with his hands in his pocket watching everybody push the aircraft out of the ditch. We finally got the aircraft in the hangar. I went upstairs talk to Supervisor AL ALVAREZ about the incident. He told me that later

Later the night AL called Collins and myself to the upSTAIR office. AL asked Collins what is your problems with RALPH. Collins replied that I use abusive language of racial slur and I harassed him every moment I get. Especially he told AL that I called him a nigger. When I heard that I jump right in the conversation and stare at Collins and told him if I called you a nigger you would have been on the floor with me on top of you beating the hell out of you. AL told Collins that he knew RALPH and that he wouldn't says things like that. I told Collins I was brought up in black Harlem, New York and that I lives with blacks all my life, and that I didn't needs to use racial remarks to get my point across. AL told Collins that his work performance is very poor and that if he couldn't handed the AVIONICS technician duty the AVIONICS premium will be taken away. He told Collins that if he started a fight with me and he saw him he would be escort him off the premises. He told Collins that RALPH has a job to do as a lead and if he wanted a update on a certain job, he has the right to ask as many times as necessary. My job is to find out what aircraft is going

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Result. We were told by AL to work together. Myself and Collins left the office.

This is not the first or the last incident started by Collins. Since his arrival to third shift his attitude and job performance has not change from his previous shift. He has very poor work habit. He doesn't use common sense on simple tasks. He feels that everybody is against him. He wants everybody to help him out, but doesn't return the favor to others. He walked around day dreaming. He's not self-motivate. He's not the only black mechanic on third shift. The other black mechanics with less company time than Collins have better attitude and job performance. I feels that I'm being pointed out by Collins, because I worked him to hard than any other leads. I feels that everybody and especially Collins should work to their best of their ability.

Thank you

Rapheer Perez  
R. R.

1

TO: CARL VIGNOGNA  
FROM: RALPH PEREZ  
SUBJECT: DOBSON COLLINS  
DATE: FEB. 17, 1992

On Sunday night Feb. 16, 1992, approximately 21:15 phase AIRCRAFT 912 was brought in the hangar. Approximately 21:30, I handed Collins routine cards 10.101 & 10.102, inspecting both props, brush block and monopole. This is not the first time Collins has work these cards. The job basically goes this way, remove spinner and inspect hub and blades. Remove brush block, monopole and inspect and adjust to manufacturer specification. The entire job takes approximately less than two manhours to complete. IT took Collins approximately seven manhours to complete this job. I talked to inspector Ken Alnor about Collins working on this job. He told me that Collins doesn't read the work card or the maintenance manual. He doesn't check his own work. He's too busy day dreaming and not working. After Collins finish his job. I asked him, why did it take him you so long. He replied, so what if it took so long, do you have another job. I asked him again, why it took so long. He replied, I do my job the way I want, even if it take all night long. After that, I said, I don't



2

give him another job to keep him busy.

This happen all the time with him. His job performance is below American Eagle standard. If he couldn't handle the work on this shift he should bid another shift.

Your Truly,

RALPH PEREZ

A handwritten signature in cursive script, appearing to read 'Ralph Perez', written in dark ink.



TO: CARL VIGNONA  
FROM: RALPH PEREZ  
SUBJECT: Dubson Collins

Feb. 12, 1992

On Tuesday night Feb. 11, 1992, AIRCRAFT 177 came in for a phase II inspection. Approximately 21:45 I assigned Collins to MEL 266, standby instruments backlighting circuit breaker popping. Having problems in trouble shooting the system, he asked Ralph Mitchell for some pointers in troubleshooting the system. Ralph Mitchell gives him some ideas. Approximately 00:30am he came to me and try to explain to me the reason the circuit breaker is popping. He think that the circuit breaker is bad, but there is none in stock to try it. I asked him if he Ohm out the circuit breaker. He replied, no and walk away. Approximately 01:15 I went to the cockpit of aircraft 177 to see what progress he has accomplish. I saw him seating on the captain seat with his eyes half closed. I asked him what is he doing. He opened his eyes and replied, I'm waiting for the circuit breaker to pop. I told him, with your eyes closed. I told him to start checking each individual instrument to see if the backlighting portion is shorted out. He replied, yea man. Approximately 01:45am he finally finish the job by replacing a fuel

2

After lunch approximately 0230am I started looking for Collins around the hangar and the ramp area. I went inside all the aircraft in the general area and couldn't find him. I asked Tony Lee to come with me as a witness to the employees parking lot to see if Collins is sleeping in his car. Didn't find him there. I went inside aircraft 177 again and saw Collins seating down on a passenger seat with his eyes closed. I asked him, what is he doing there. He open his eyes and replied, I'm waiting for you, to give me a job assignment. I replied, inside the aircraft with your eyes closed. He replied, I saw you running back and forth looking for something. I replied, Yea, I was looking for you, for about an hour. He replied, I saw you come in the aircraft and ~~leave~~<sup>you left</sup> immediately. I replied, why didn't you tell me you was here all the time and that would have eliminated all my running around. He replied, what do you want. I replied, did you go to the board and pick up a non routine card to work on. He replied, there is no non routine cards on the board. I replied, why didn't you start on the PS-2 card. He replied, I usually wait for the lead to give me a job assignment. I replied, couldn't you think for yourself and

3

non-routine cards are gone and the PS-2 is left, that the item to do is the PS-2. He didn't replied, I told him to work on the PS-2. He walked away.

This is all the time with him. You must babysit him constantly. He is not self-motivate. He'll finish his job in record slow pace. He'll walk around the hangar with his hands in his pocket, trying to keep himself out of my view, so I don't know that he's finish. When I ask him if he's finish, he come out with a smart remark all the time. He needs to be counsel on his poor job performance. His poor performance can and will jeopardize a phase in the near future.

Your Truly,  
RALPH PEREZ  
Ralph Perez

TO: CARL VIGNOGNA  
FROM: RALPH PETERSE  
SUBJECT: Dobson Collins

Feb. 12, 1992

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2

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3

non-routine cards are gone and the PS-2 is left, that the item to do is the PS-2. He didn't replied, I told him to work on the PS-2. He walked away.

This is all the time with him. You must babysit him constantly. He is not self-motivate. He'll finish his job in record slow pace. He'll walk around the hangar with his hands in his pocket, trying to keep himself out of my view, so I don't know that he's finish. When I ask him if he's finish, he come out with a smart remark all the time. He needs to be counsel on his poor job performance. His poor performance can and will jeopardize a phase in the near future.

Your Truly,  
RALPH PEREZ  
Ralph Perez

2

TO: CARL VIGNOGNA

FROM: RALPH PEREZ

SUBJECT: DOBSON COLLINS

DATE: FEB. 17, 1992

keep him busy.  
time with him. His job  
American Eagle Standard  
the work on the shift  
shift.

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2

give him another job to keep him busy.

This happen all the time with him. His job performance is below American Eagle standard. If he couldn't handle the work on this shift he should bid another shift.

Yours Truly,

RALPH P. PIERCE

*[Signature]*





05/14/1993 09:42 US EEOC MIAMI FLORIDA 10707021 P.01

<b>CHARGE OF DISCRIMINATION</b>		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER  150932683
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.			
State or local Agency, if any		and EEOC	
NAME (Indicate Mr., Ms., Mrs.) <b>Mr. Dobson Collins</b>		HOME TELEPHONE (Include Area Code) <b>(305) 985-5655</b>	
STREET ADDRESS <b>6405 EVANS ST., HOLLYWOOD, FL 33024</b>		CITY, STATE AND ZIP CODE <b>FL 33024</b>	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)		DATE OF BIRTH <b>05/19/57</b>	
NAME <b>AMERICAN EAGLE AIRLINES</b>	NUMBER OF EMPLOYEES, MEMBERS <b>Cat C (201-500)</b>	TELEPHONE (Include Area Code) <b>(305) 526-1970</b>	
STREET ADDRESS <b>P.O. BOX 592237, MIAMI INTERNATIONAL AIRPORT, MIAMI, FL 33159</b>		CITY, STATE AND ZIP CODE <b>FL 33159</b>	
NAME		COUNTY <b>025</b>	
STREET ADDRESS		TELEPHONE NUMBER (Include Area Code)	
CITY, STATE AND ZIP CODE		COUNTY	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST	
<input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		<b>04/22/93    05/13/93</b> <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):			
<p>I am a Black who previously filed U.S. EEOC Charge No.150911879 which was resolved thru a settlement agreement in which the respondent committed not to retaliate.</p> <p>On 4-22-93, I was assigned to work a field trip in Nassau, Bahamas, and was scheduled to depart MIA on flight 5733. The passenger service agent working the flight asked for my passport. I informed her that I did not have my passport but I did have travel documents with me if she wished to see them. She said she did not. She wanted to see my passport. I was not argumentative. I did not attempt to board the aircraft. I stood at the bottom of the steps while she was standing on the steps. When the captain asked me for my work permit for Nassau, I told him I had the money from American Eagle to buy the permit in Nassau. Then, the captain asked me to board. I was courteous and polite at all times to the passenger service agent and to the captain.</p> <p>On 5-13-93 I was given the option of signing a Letter of Commitment stating:</p> <p>I Acknowledge that I have a performance problem which I fully admit I have not corrected. In consideration for my continued employment with AMR Eagle, I agree that I will immediately correct my performance problem by complying with all company Rules and regulations, as well as</p> <p style="text-align: center;">** Text Continued on Attached Sheet(s) **</p>			
<input 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 telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures. <input checked="" type="checkbox"/> I declare under penalty of perjury that the foregoing is true and correct.		NOTARY - (when necessary for State and Local Requirements) 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. SIGNATURE OF COMPLAINANT <i>Dobson Collins</i> SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)	
Date <b>5-13-93</b> CHARGING Party (Signature) <i>Dobson Collins</i>		DEFENDANT'S EXHIBIT <b>DC-36</b> ALL-STATE*INTERNATIONAL	

05/14/1993 09:43 EEOC MIAMI FLORIDA

10707021 P.02

May 13 12:15 1993 CP Initials \_\_\_\_\_ Chg # 150932683, Attachment Page 1

-----  
Equal Employment Opportunity Commission  
Form 5 - Charge of Discrimination, Additional Text  
-----

maintaining a satisfactory/work performance record in all respects.  
Moreover, I understand that if I do not correct my performance problem,  
I will be discharged without further warning.

I agree that this Letter of Commitment shall be final and binding and  
that my decision is irrevocable and shall not be the basis of any  
grievance or claim of any kind against the Company.

I signed the Letter of Commitment on 5-13-93 in the presence of U.S.  
EEOC Investigator, Dennis P. Kendrick.

I was advised by the U.S. EEOC that the phrase in the Letter of  
Commitment which stated that my decision would not be the basis of any  
"claim of any kind against the Company." was not relevant to the filing  
of a Charge of Discrimination with the U.S. EEOC.

I believe I was discriminated against because of my race, Black, and I  
am being retaliated against for filing a previous U.S. EEOC Charge of  
Discrimination against the Company, in violation of Title VII of the  
Civil Rights Act of 1964, as amended.

*D. Collins*

5-13-93





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office

1 Northeast First Street, 6th Floor  
Miami, FL 33132-2491  
TEL (305) 536-4491  
TDD (305) 536-5721  
FAX (305) 536-4011

Mr. Dick Malahowski  
Labor Relations Attorney  
American Eagle Airlines  
P.O. Box 619616, MD 5675  
DFW Internat'l. Airport, Texas 75261-9616

Re: Charge No: 150-93-2683 and 150-93-2699  
D. COLLINS VS. AMERICAN EAGLE AIRLINES

Dear Mr. Malahowski:

This is to inform you that the charge cited above has been withdrawn as the result of a request from the Charging Party pursuant to the Commission's regulations under Title VII.

The Commission's acceptance of this withdrawal terminates investigation of this charge. This withdrawal does not affect the investigation of any other charge.

On behalf of the Commission:

3-16-94  
Date

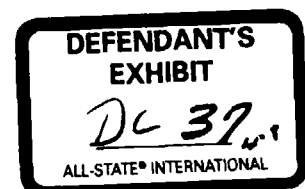
William Daley for  
Federico Costales  
District Director

FC/EMU/DPK/ayh

RECEIVED

MAR 22 1994

LEGAL DEPT





May 13, 1993

To: Dobson Collins  
Employee Number 179338  
Aircraft Mechanic

RE: Career Decision Day

On Thursday, April 22, 1993 you were assigned to work a field trip in NAS. You were scheduled to depart MIA on flight 5733.

The passenger service agent working the flight asked you for your proof of citizenship. You responded, "I don't have to show you anything". The agent advised you that before anyone could board the aircraft they had to show proof of citizenship. Again you told her that you were not going to show her anything. She asked you if you had your passport and asked to see it. You responded, "Stop being a pain". You exited the terminal and walked out onto the ramp.

Subsequently, you boarded the aircraft without authorization and became argumentative with the agent in front of passengers. The Captain asked you to de-plane, at which time you produced your work permit.

Your conduct was not only unprofessional, but resulted with the flight being delayed ten (10) minutes.

Your actions as described above not only constitutes unsatisfactory job performance, but is also in direct violation of Flagship Airlines General Rules of Conduct #9 and #12, which states:

9. Do not enter, climb upon or fly Company airplanes unless authorized to do so.
12. Cooperate with other employees, thus avoiding delays in flights and poor service to the public.

In view of the above, you will be given a "Career Decision Day Off", with pay, to review and select one of the following options:

Option 1. Sign a "Letter of Commitment" agreeing to comply with all Company Rules and Regulations, inclusive of both satisfactory work performance and personal conduct.

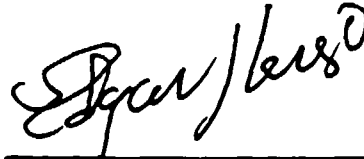
Option 2: Sign an agreement not to exercise your grievance rights and in turn, the Company will accept your resignation with the following transition benefits:

- a. Health insurance benefits will remain in effect for 90 days after the date of resignation with premium pay by the Company.
- b. One-way return home pass will be available for you and eligible family members (valid for 30 days after date of resignation).
- c. Out placement counseling by appropriate Personnel Office.
- d. Payment of \$500.00 by the Company of documented employment agency fee for other employment.



Option 3: Termination of employment with option to grieve.

I urge you to carefully consider each option and be prepared to advise me of your selection upon return from your "Career Decision Day Off". Additionally, if you choose Option 1, you must sign and date the attached "Letter of Commitment".



Edgar Cerezo, Base Manager

9962/8201

Station/Branch



Handed to employee

Mailed to employee

May 13, 1993

Date

EJ/28

By

cc: Personnel File  
Employee Relations



May 13, 1993

To: Dobson Collins  
Employee Number 179338  
Aircraft Mechanic

---

On Friday, May 14, 1993, you returned from a "Career Decision Day" granted to you under the procedures of the Peak Performance Through Commitment Program.

You have given me written notification that you have decided to exercise Option 3, termination of employment with option to grieve, provided for in my May 13, 1993 letter to you.

Therefore you are terminated from the employment with Flagship Airlines effective immediately.

All Company property including, but not limited to identification cards/badges of any kind any keys assigned to you are to be returned to me and are not to be used for any purpose after the date of this letter. Please contact me about any questions or other matters regarding benefits, Credit Union, etc., which you may have.

---

Edgar Cerezo, Base Manager

---

Station/Branch

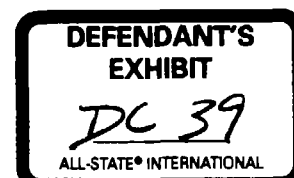
\_\_\_\_\_ Handed to employee

\_\_\_\_\_ Mailed to employee

\_\_\_\_\_ Date

\_\_\_\_\_ By

cc: Personnel File  
Employee Relations





**LETTER OF COMMITMENT**

I acknowledge that I have a performance problem which I fully admit I have not corrected.

In consideration for my continued employment with AMR Eagle, I agree that I will immediately correct my performance problem by complying with all Company Rules and Regulations, as well as maintaining a satisfactory work performance record in all respects. Moreover, I understand that if I do not correct my performance problem, I will be discharged without further warning.

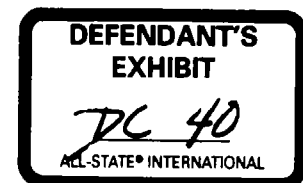
x I agree that this Letter of Commitment shall be final and binding and that my decision is irrevocable and shall not be the basis of any grievance or claim of any kind against the Company.

I HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE ABOVE.

P. Collins  
Employee's Signature

5-13-93  
Date

THE ABOVE employee dispute the above mention  
Performance Problems, AND sign UNDER PROTESTS, FOR FEAR  
OF BEEN FIRED OF RETALIATORY action ON THE PART OF  
THE EMPLOYER, THE ABOVE EMPLOYEE DOES NOT WAIVE  
ANY PRESENT ~~OR~~ AND OR FUTURE RIGHTS







4-22-93

To: Edgar Cerezo

From: Harold Allen

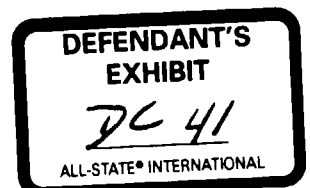
Subject: Dobson Collins - Road Trip

MOC informed us at 1815 that A/C 298, was down in Nassau, with a AHARS computer fail. I contacted lead mechanic Chris Muise who informed me that he was not able to get a qualified mechanic to volunteer for the trip. I than proceeded to the terminal, to attempt to convince the only Avionics mechanic, Dobson Collins, to go on the field trip. Dobson initially refused, than later agreed to go when I informed him, I would have to issue a direct order. After completeing the required paperwork, I believed that the problem had been resolved, and Dobson was on his way. I last saw Dobson at operations where he was told to report to the ticket counter. After reporting to the ticket counter He refused to show his identification to agent Annete Gano. He told her, it was in his pocket and if he had to show it he would not go to Nassau. Than Dobson walked out of the terminal and proceeded to attempt to board the Aircraft. Ms. Gano informed him that he could not board without first showing the required documentation. At this point a loud argument broke out between Dobson and Ms. Gano which was eventually broken up by the Capt. who agreed to take responsibility for Mr. Collins and the flight was dispatched. This flight was delayed 10 minutes.



Harold Allen - mx supervisor

Post-It™ brand fax transmittal memo 7671		# of pages > <b>7</b>
To <b>R. Lapwing well</b>	From <b>E. Cerezo</b>	
Co.	Co.	
Dept.	Phone #	
Fax # <b>871-1323</b>	Fax # <b>526-1976</b>	





**AMERICAN EAGLE  
PERFORMANCE COUNSELING RECORD**

☒ SHVILLE EAGLE  
☐ COMMONS  
☐ WINGS WEST  
☐ EXECUTIVE  
☐ COMMAND

179338	D.	Collins	8201	9962	12/04/89	1993	first
EMPLOYEE NO	INITIAL	LAST NAME	ORG CODE	STA CODE	CO SENIORITY DATE	YEAR	PAGE NBR

DATE OF INCIDENT OR ACTION	SUBJECT OR INCIDENT DISCUSSED	DETAILS/ACTION TAKEN/COMMENDATION/OTHER REMARKS BRIEFLY EXPLAIN WHAT WAS DISCUSSED/COMMITMENTS MADE INCLUDE ANY SIGNIFICANT DATE/TIME/PLACE. SUPERVISOR'S SIGNATURE/DATE FOLLOWING EACH ENTRY
4/22	RULES OF CONDUCT VIOLATIONS	On April 22, Dobson was assigned to respond to NAS for a field trip to repair an out-of-service aircraft. Dobson initially refused to go on field trip when ordered by Supervisor Harold Allen. This in direct violation of rule of conduct #20 "Be courteous to Supervisor, and co-workers". Dobson agreed to go on field trip after Supervisor advised him that he would be terminated for refusing a direct order in writting. <i>Elmer - 8/1/90</i>
4/22	RULES OF CONDUCT VIOLATION	On April 22, Dobson refused to show proper I.D. and documentation to passenger services agent Annette Gano prior to boarding an international flight to Nassau. His refusal to show a passport prior to departing U.S. was in direct violation of U.S. and Bahamian Immigration Laws, and, would subject American Eagle to violations and fines. Dobson failure to follow Ms.Gano's request is in direct violation of Rules of Conduct #32. ¶ Threatening, intimidation or otherwise interfering with other employee Per Ms.Gano's report Dobson was abusive, raising his voice in front of passengers and questioning her authority to request his passport. <i>Elmer 8/1/90</i>
4/22	RULES OF CONDUCT VIOLATION	Dobson boarded an aircraft without proper documentation or authorization for an international flight. When questioned and asked to deplane Dobson started arguing and challenging passenger service agent A.Gano in front of passengers which were already boarded. The aircraft Captain had to intervene in order to maintain peace. Dobson attitude and deamenor is in direct violation of Rules of Conduct #22 and #23. <i>Elmer 8/1/90</i>
5/14	Career Decision DAY	"LETTER OF COMMITMENT" Dobson has been caught and counseled about his deamenor, ATTITUDE, cooperation with other employees and consideration for our passengers

DEFENDANT'S  
EXHIBIT

DC 42

ALL-STATE INTERNATIONAL

**AMERICAN EAGLE  
PERFORMANCE COUNSELING RECORD**

☐ N HVILLE EAGLE                      ☐ EXECUTIVE  
☐ SHIMMONS                                ☐ COMMAND  
☐ WINGS WEST

[illegible]





N\*IREG  
STAR IREG

US \*\*\*\* IRREGULARITY REPORT \*\*FIELD SERVICES\*\*

1N  
2N ON 4-22-93 MECHANIC COLLINS WAS ASSIGNED  
3N  
4N  
5N TO DEAD HEAD ON FLT 5783 TO NASSAU WHEN CHECKING  
6N  
7N  
8N IN MR COLLINS I (ANNETTE GANO) ASKED HIM FOR  
9N  
10N  
11N HIS PROOF OF CITIZENSHIP MR COLLINS SAID "I DONT  
12N  
13N HAVE TO SHOW YOU ANYTHING" I THEN ADVISED MR.  
14N  
15N COLLINS THAT BEFORE ANYONE COULD BOARD AN INTERN. FLT  
16N  
17N THEY HAD TO SHOW PROOF OF CITIZENSHIP MR COLLINS AGREED  
18N  
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99N  
100N

DATE 4-23-93

SIGNATURE Annette J. Gano

ALB 10000000 505M OPEN

P-NONE

23APR93

77

ALB 10000000 1638/23APR93 7FB70A

Annette J. Gano  
341643E8N

DEFENDANT'S  
EXHIBIT

DX-43

ALL-STATE INTERNATIONAL

DOING MY JOB PROPERLY. HE SAID "ARE  
YOU TELLING ME I CAN'T GET ON THE A/C."  
I SAID "NO, I'M ASKING YOU TO SHOW  
ME DOCUMENTATION SO YOU CAN BOARD  
THE A/C." MR. COLLINS DROVE OFF, I  
GOT ON THE A/C + ADVISED CAPT.  
SEAVY OF THE SITUATION. MR. COLLINS  
CAME ONTO THE A/C AND IN FRONT  
OF THE PAXS ONCE AGAIN (LOUDLY)  
SAID "YOU ARE A REAL PAIN YOU  
~~ASKED ME WHY I WAS~~ KNOW THAT?" AT THAT POINT CAPT  
SEAVY ASKED MR. COLLINS TO DE PLANE,  
THEY HAD A CONVERSATION AT THE  
BOTTOM OF THE STEPS, IN WHICH MR.  
COLLINS SHOWED THE CAPT HIS WORK  
PERMIT. THIS INCIDENT WAS ALSO  
WITNESSED BY AGENT ANDERSEN  
F/O BENNETT  
F/A HAYES





**American** *Eagle*

**AGREEMENT**  
between

**FLAGSHIP AIRLINES**

and the  
**Aircraft Mechanics, Inspectors, Ground Support Mechanics,  
Aircraft Cleaners and Stock Clerks**

in the service of  
**FLAGSHIP AIRLINES, INC.**

as represented by

**TRANSPORT WORKERS UNION  
OF AMERICA, AFL-CIO**

Effective Date: March 6, 1993

**DEFENDANT'S  
EXHIBIT**

**DC-46**

ALL-STATE® INTERNATIONAL

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3	NONDISCRIMINATION
4	COMPENSATION
5	VACATIONS
6	HOLIDAYS
7	SICK LEAVE/ON THE JOB INJURY
8	PHYSICAL EXAMINATIONS
9	SENIORITY
10	OCCUPATIONS & QUALIFICATIONS
11	OVERTIME
12	PROBATIONARY PERIOD
13	HOURS OF WORK
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15	FURLOUGH/RECALL
16	LEAVES OF ABSENCE
17	FIELD WORK/ATTENDANCE AT HEARINGS/INVESTIGATIONS/TRAINING
18	GENERAL
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20	GRIEVANCE PROCEDURE
21	BOARD OF ADJUSTMENT
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23	PART TIME EMPLOYEES
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**NOTE:** Vertical lines in margin indicate changes from previous agreement.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

A. An employee who believes that he has been unjustly dealt with or that any provisions of this Agreement has not been properly applied or interpreted, or against whom the Company has preferred charges in writing, may present his grievance through his representative, within seven (7) days to his supervisor who shall evaluate the grievance or complaint and render his decision as soon as possible but no later than seven (7) days following receipt of said grievance.

B. If the decision of the supervisor is not satisfactory, it may be appealed within ten (10) days to the Vice President of Maintenance or his designee, who shall render a decision as soon as possible, but no later than ten (10) days after the appeal is submitted to him.

C. If the decision of the Vice President of Maintenance is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the Flagship Airlines, Inc. Board of Adjustment as provided for in Article 21 of this Agreement; provided however said appeal is submitted within twenty (20) days of receipt of the decision rendered by the Vice President of Maintenance or by his designee.

D. Any grievances involving discharge only, shall be submitted initially to the second step, as provided in section (B) of this Article 20. If the grievance is unresolved after such second step, it may be submitted to the System Board of Adjustment, as provided in section (C) of this Article 20.

E. All grievances processed under the procedures provided above shall be in writing and shall be signed by the employee whose grievance it is, and all decisions on said grievance shall be in writing.

F. An employee who has a grievance and his representative may present the grievance during work hours without loss of pay for time so spent, but no more time than is reasonably necessary shall be devoted to such presentation of grievance.

## **ARTICLE 21**

### **BOARD OF ADJUSTMENT**

- A. There is hereby established, pursuant to the provisions of the Railway Labor Act, as amended, a board of adjustment, called the "Board of Adjustment, Flagship Airlines, Inc.".
- B. The Board shall be composed of four (4) members, two selected by the Company and two selected by the Union. Either party shall have the right to change its representatives from time to time provided only that the designation of the representative for any particular disputes must be made prior to the start of the scheduled hearing.
- C. The Board shall have jurisdiction only over disputes between the Company and the Union or any employee governed by this Agreement growing out of grievances involving interpretations or applications of this Agreement.
- D. The members of the respective Boards shall select a Chairperson and a Vice Chairperson whose terms of office shall be one (1) year, provided, however, that the offices of Chairperson and Vice Chairperson shall be filled alternately by a member representing the Union; that is, when a Union member is Chairperson, a Company member shall be Vice Chairperson, and visa versa.
- E. In the event any dispute or grievance is properly appealed to the Board, the Company and the Union members of the Board will, upon request of either party, meet and attempt to resolve the controversy. The Board shall thereafter meet on the matter as soon as possible and at all events within thirty (30) days of request by either party provided, however, that in the event of a discharge case, their meeting shall take place within ten (10) days of the request. The Board shall meet in Nashville, TN. (unless a different place of meeting is agreed upon by the Board).
- F. The Chairperson, or in his absence, the Vice Chairperson, shall preside at meetings of the Board and shall have a vote on the adoption of all decisions of the Board.
- G. A dispute submitted to the Board shall be in the form of a petition submitted by either party and stating the position of the party submitting the grievance.



**L. All expenses of the Board, including those incurred by reason of the participation of a "Referee" in the determination of the controversy as herein provided, shall be borne one-half by the Company and one-half by the Union. The salary or compensation of the members of the Board, if any, shall be by the parties selecting such member or members; except that Board members who are employees of the Company shall be granted necessary leaves of absence without loss of pay to attend Board meetings. Board members shall receive space available transportation over the lines of the Company from point of duty to point of meetings of the Board.**

**M. Essential witnesses and representatives shall be furnished space available transportation over the Company's lines without charge to, the point of hearing and return.**



Chief Executive Officer  
AMERICAN EAGLE - AMERICAN  
5700 N.W. 36TH STREET  
P.O. BOX 592237  
MIAMI SPRINGS, FL 33122

Col	Ms. Dobson
THIS IS A (check one)	
<input checked="" type="checkbox"/> CLAIMS TO BE AGGRIEVED	
<input type="checkbox"/> IS FILING ON BEHALF OF ANOTHER	
DATE OF ALLEGED VIOLATION	
Earliest	Most Recent
04/30/94	05/12/94
PLACE OF ALLEGED VIOLATION	
MIAMI SPRINGS, FL.	
CHARGE NUMBER	
150942550	

## NOTICE OF CHARGE OF DISCRIMINATION

(See EEOC "Rules and Regulations" before completing this form)

You are hereby notified that a charge of employment discrimination has been filed against your organization under:

- ☒ TITLE VII OF THE CIVIL RIGHTS ACT OF 1964
- ☐ THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967
- ☐ THE AMERICANS WITH DISABILITIES ACT
- ☐ THE EQUAL PAY ACT (29 U.S.C. SECT. 206(d)) investigation will be conducted of this charge.

The boxes checked below apply to your organization:

1. ☐ No action is required on your part at this time.
2. ☒ Please submit by 06/30/94 a statement of your position with respect to the allegation(s) contained in this charge, with copies of any supporting documentation. This material will be made a part of the file and will be considered at the time that we investigate this charge. Your prompt response to this request will make it easier to conduct and conclude our investigation of this charge.
3. ☒ Please respond fully by 06/30/94 to the attached request for information which pertains to the allegations contained in this charge. Such information will be made a part of the file and will be considered by the Commission during the course of its investigation of the charge.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

MIAMI DISTRICT OFFICE  
One Biscayne Tower, Suite 2700  
2 South Biscayne Blvd.  
MIAMI, FLORIDA 33131

Susan Mann, Intake Supervisor  
(Commission Representative)

(305) 536-4491  
(Telephone Number)

☒ Enclosure: Copy of Charge

### BASIS OF DISCRIMINATION

☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NAT. ORIGIN ☐ AGE ☐ DISABILITY ☒ RETALIATION ☐ OTHER

### CIRCUMSTANCES OF ALLEGED VIOLATION

See enclosed Form 5, Charge of Discrimination.

DATE REC'D LEGAL DEPT. 5-25-94

RECORDED 5-25-94 E03586

ATTY ASSIGNED WML

DATE ASSIGNED 5-25-94

DATE 6/20/94  
TYPED NAME/TITLE OF AUTHORIZED EEOC OFFICIAL  
Federico Costales  
Director

SIGNATURE

EEOC FORM 131 (Rev. 05/92)

DEFENDANT'S  
EXHIBIT

20-47

ALL-STATE INTERNATIONAL

RESPONDENT'S COPY

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

of 1974; See Privacy Act Statement before completing this form.

EFOC

150942550

Metro Dade Equal Opportunity Board

and EEOC

State or local Agency, if any

ME (Indicate Mr., Ms., Mrs.)

HOME TELEPHONE (Include Area Code)

Mr. Dobson Collins

(305) 985-5655

STREET ADDRESS

CITY, STATE AND ZIP CODE

DATE OF BIRTH

6405 EVANS STREET, HOLLYWOOD, FL 33024

05/19/57

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME

NUMBER OF EMPLOYEES, MEMBERS

TELEPHONE (Include Area Code)

AMERICAN EAGLE - AMERICAN AIRLINES

Cat C (201-500)

(305) 526-1975

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

5700 N.W. 36TH STREET, P.O. BOX 592237, MIAMI SPRINGS, FL 33122

025

NAME

TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

DATE DISCRIMINATION TOOK PLACE  
EARLIEST LATEST

☐ RACE

☐ COLOR

☐ SEX

☐ RELIGION

☐ NATIONAL ORIGIN

☒ RETALIATION

☐ AGE

☐ DISABILITY

☐ OTHER (Specify)

04/30/94

05/12/94

☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

On or about May of 1993 I filed EEOC Charge No 150932683. The charge was resolved on March 16, 1994. The next month, pay period ending April 29, 1994 I was docked one hour of overtime I worked. On May 5 & 6 I was written up for Quality Assurance of Non-Compliance. On May 12, 1994 I was sent home and denied overtime work when I questioned why I was being given a job assignment in the Minimum Equipment Listing Book. No other employee has been subjected to the adverse terms and conditions I have until similar conditions.

Mr. Noel Franz stated he was docking me overtime for 1 hour because overtime didn't start until 0700 yet I was never told this and started my normal work time 0600. Mr. Franz further told me because I had 2 non-compliance write ups he was giving me the Minimum Equipment Listing job assignment. He then sent me home because I questioned him citing I am a troublemaker for the company by going to EEOC.

I believe that I was retaliated against by Respondent in violation of Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended by being subjected to adverse terms and conditions of employment for previously protesting Title VII violations.

☐ 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 telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - (When necessary for State and Local Requirements)

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.

I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(Day, month, and year)

Date 5-12-94

Charging Party (Signature)

To:

Dobson Collins  
6405 Evans Street  
Hollywood, FL 33024

From: Miami District Office  
Equal Employment Opportunity Commission  
One Biscayne Tower, Suite 2700  
2 South Biscayne Boulevard  
Miami, Florida 33131-1805



On behalf of a person aggrieved whose identity is  
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge Number  
150-94-2550

EEOC Representative  
Jacqueline Martelly, Investigator

Telephone No.  
305-530-6015 or 530-6023

## YOUR CHARGE IS DISMISSED FOR THE FOLLOWING REASON:

(See the additional information attached to this form.)



The facts you allege fail to state a claim under any of the statutes enforced by the Commission.



Respondent employs less than the required number of employees.



Your charge was not timely filed with the Commission, i.e., you waited too long after the date(s) of the discrimination you alleged to file your charge. Because it was filed outside the time limit prescribed by law, the Commission cannot investigate your allegations.



You failed to provide requested information, failed or refused to appear or to be available for necessary interviews/conferences, or otherwise refused to cooperate to the extent that the Commission has been unable to resolve your charge. You have had more than 30 days in which to respond to our final written request.



The Commission has made reasonable efforts to locate you and has been unable to do so. You have had at least 30 days in which to respond to a notice sent to your last known address.



The respondent has made a reasonable settlement offer which affords full relief for the harm you alleged. At least 30 days have expired since you received actual notice of this settlement offer.



The Commission issues the following determination: Based upon the Commission's investigation, the Commission is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



Other (briefly state) \_\_\_\_\_

## -- NOTICE OF SUIT RIGHTS --



Title VII and/or the Americans with Disabilities Act: This is your NOTICE OF RIGHT TO SUE, which terminates the Commission's processing of your charge. If you want to pursue your charge further, you have the right to sue the respondent(s) named in your charge in U.S. District Court. If you decide to sue, you must sue WITHIN 90 DAYS from your receipt of this Notice; otherwise your right to sue is lost.



Age Discrimination in Employment Act: This is your NOTICE OF DISMISSAL OR TERMINATION, which terminates processing of your charge. If you want to pursue your charge further, you have the right to sue the respondent(s) named in your charge in U.S. District Court. If you decide to sue, you must sue WITHIN 90 DAYS from your receipt of this Notice; otherwise, your right to sue is lost.



Equal Pay Act (EPA): EPA suits must be brought within 2 years (3 years for willful violations) of the alleged EPA underpayment.

I certify that this notice was mailed on the date set out below.

**JAN 26 1996**

(Date)

On behalf of the Commission

*Federico Costales*  
Federico Costales, District Director

cc:

Terence G. Connor, Esq.  
MAYNARD, LEWIS & BOCKIUS  
First Union Financial Center  
200 South Biscayne Blvd.  
Miami, FL 33131-2339

Brian Torres, Esq.  
KURZBAN KURZBAN WEINGER & TETZELI  
Plaza 2650 - 2nd floor  
2650 S.W. 27th Avenue  
Miami, FL 33133



Ms. Wanda Morris Hightower  
Attorney  
American Eagle - American  
P.O. Box 619616  
Md 5494  
Dallas, TX 75261-9616

THI	
ISON (check one)	
<input checked="" type="checkbox"/>	CLAIMS TO BE AGGRIEVED
<input type="checkbox"/>	IS FILING ON BEHALF OF ANOTHER
DATE OF ALLEGED VIOLATION	
Earliest	Most Recent
04/30/94	05/12/94
PLACE OF ALLEGED VIOLATION	
MIAMI SPRINGS, FL	
CHARGE NUMBER	
150942550	

## NOTICE OF CHARGE OF DISCRIMINATION

(See EEOC "Rules and Regulations" before completing this)

You are hereby notified that a charge of employment discrimination organization under:

- ☒ TITLE VII OF THE CIVIL RIGHTS ACT OF 1964
- ☐ THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967
- ☐ THE AMERICANS WITH DISABILITIES ACT
- ☐ THE EQUAL PAY ACT (29 U.S.C. SECT. 206(d)) investigation will be conducted concurrently with our investigation of this charge.

The boxes checked below apply to your organization:

1. ☐ No action is required on your part at this time.
2. ☒ Please submit by 01/14/94 a statement of your position with respect to the allegation(s) contained in this charge, with copies of any supporting documentation. This material will be made a part of the file and will be considered at the time that we investigate this charge. Your prompt response to this request will make it easier to conduct and conclude our investigation of this charge.
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For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

MIAMI DISTRICT OFFICE  
One Biscayne Tower, Suite 2700  
2 South Biscayne Blvd.  
MIAMI, FLORIDA 33131

Ozzie Black, Supervisor  
(Commission Representative)  
(305) 530-6023  
(Telephone Number)


☒ Enclosure: Copy of Charge

### BASIS OF DISCRIMINATION

☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NAT. ORIGIN ☐ AGE ☐ DISABILITY ☒ RETALIATION ☐ OTHER

### CIRCUMSTANCES OF ALLEGED VIOLATION

See enclosed Form 5, Charge of Discrimination.

DATE	TYPED NAME/TITLE OF AUTHORIZED EEOC OFFICIAL	SIGNATURE
2/14/94	Federico Costales Director	

EEOC FORM 131 (Rev. 08/92)

DEFENDANT'S  
EXHIBIT

DC-48

ALL-STATE INTERNATIONAL

RESPONDENT'S COPY

Metro Dade Equal Opportunity Board <i>State or local Agency, if any</i>		and EEOC
NAME (Indicate Mr., Ms., Mrs.) Mr. Dobson Collins		HOME TELEPHONE (Include Area Code) (305) 985-5655
STREET ADDRESS 6405 EVANS STREET, HOLLYWOOD, FL 33024	CITY, STATE AND ZIP CODE	DATE OF BIRTH 05/19/57
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)		
NAME AMERICAN EAGLE - AMERICAN AIRLINES	NUMBER OF EMPLOYEES, MEMBERS	TELEPHONE (Include Area Code) (305) 526-1975
STREET ADDRESS 5700 N.W. 36TH STREET, P.O. BOX 592237, MIAMI SPRINGS, FL 33122	CITY, STATE AND ZIP CODE	COUNTY 025
NAME	TELEPHONE NUMBER (Include Area Code)	
STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		EARLIEST    LATEST 04/30/94    05/12/94 <input checked="" type="checkbox"/> CONTINUING ACTION
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)): <div style="text-align: center;">AMENDED CHARGE OF DISCRIMINATION</div> <p>On or about May of 1993 I filed EEOC Charge No 150932683. The Charge was resolved on March 16, 1994. The next month, pay period ending April 29, 1994 I was docked one hour of overtime I worked. On May 5 &amp; 6 I was written up for Quality Assurance of Non-Compliance. On May 12, 1994 I was sent home and denied overtime work when I questioned why I was being given a job assignment in the Minimum Equipment Listing Book. No other employee has been subjected to the adverse terms and conditions I have under similar conditions. I was also suspended from December 3, 1994 to December 7, 1994, withheld from service without pay on December 7th and terminated on December 12, 1994.</p> <p>Mr. Noel Franz stated he was docking me overtime for 1 hour because overtime didn't start until 0700 yet I was never told this and started my normal work time 0600. Mr. Franz further told me because I had 2 non-compliance write ups he was giving me the Minimum Equipment Listing job assignment. He then sent me home because I questioned him citing I am a troublemaker for the company by going to EEOC. I received a letter from Noel Franz stating I was terminated for conduct and job related problems. I was told by Franz that I was suspended pending an investigation into my copying a document from my personnel file.</p> <p>I believe that I was retaliated against by Respondent in violation of</p> <p><b>** Text Continued on Attached Sheet(s) **</b></p>		
<input 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 telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the foregoing is true and correct.		NOTARY - (When necessary for State and Local Requirements) 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. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)
Date	Charging Party (Signature)	



-----  
Equal Employment Opportunity Commission  
Form 5 - Charge of Discrimination, Additional Text  
-----

Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended  
by being subjected to adverse terms and conditions of employment for  
previously protesting Title VII violations.

<input type="checkbox"/> PART-TIME <input type="checkbox"/> FULL-TIME		DAYS OFF SCHEDULED HRS		SUPV. CODE INT.	
SA	<sup>No meal</sup> A/C 277 / 235 / 354 <sup>of</sup> 9.5				
SU	A/C 269 AT / No Meal - 5.0				
MO					
TU	No meal A/C 306 <sup>of</sup> 5.0				
W	No meal A/C 280 .5				
TH	Flight line A/C 306 / 180 <sup>of</sup> 9.5				
FR	Flight line, A/C 477, 180 / 10.5 <sup>of</sup> 10.5				
SA					
SU					
MO					
TU					
W					
T					
F					





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office

1 Biscayne Tower, Suite 2700  
2 South Biscayne Boulevard  
Miami, FL 33131-1805  
PH: (305) 536-4491  
TDD: (305) 536-5721  
FAX: (305) 536-4011

January 12, 1996

Brian M. Torres, Esq.  
KURZBAN KURZBAN WEINGER & TETZELI, P.A..  
Plaza 2650  
2650 S.W. 27th Avenue  
Second Floor  
Miami, FL 33133

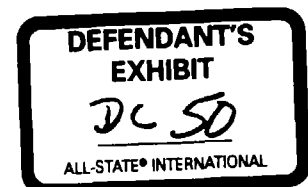
RE: Collins v. American Eagle

Dear Mr. Torres:

The Equal Employment Opportunity Commission has made a determination regarding the above charge. The Commission will not continue the processing and/or investigation of the charge.

The Charging Party alleged that he was retaliated against by Respondent by being subjected to adverse terms and conditions of employment for previously protesting Title VII violations. Respondent answered that the Charging Party was denied two hour overtime payments because he was the only mechanic who disobeyed the Manager's explicit written order not to arrive early for the overtime. The Charging Party was further cited for insubordination and his timecard was punched out early because he refused to do the work assigned to him.

Respondent submitted the following information: 1) In the Spring of 1994, some overtime mechanics made a practice of clocking in at 6:00 a.m., but not performing any work until the 7:00 a.m. start of the overtime shift. By doing so, these mechanics were claiming the extra one hour of overtime pay without working during that hour. When the Base Manager, Noel Franz, became aware of the situation, he met with the mechanics and told them that they could not report for the overtime shift before 7:00 a.m. However, when some mechanics still did not comply with his order, he posted a memorandum to the same effect. **Immediately after the posting of the memo, on two occasions, the Manager observed the Charging Party clocking in before 7:00 a.m., but not performing any work until 7:00 a.m.** The Manager advised him that he was going to deny him overtime for the hour between 6:00 a.m. and 7:00 a.m. On May 9, 1994, when the Charging Party became aware that the Manager had changed the hours posted on his timecard for those two days, he went to the Manager's office and insulted him. As per Respondent's policy, the Manager cited him for insubordination.



January 12, 1996  
Brian M. Torres, Esq.  
RE: Collins v. American Eagle  
Page 2

2) On May 12, 1994, the Charging Party was again scheduled for overtime. The Manager told him to perform any of the tasks which were designated that day for the overtime mechanics. However, the Charging Party told the Manager that he would not perform any of the tasks to overtime mechanics that day because they were beneath his training and qualifications. The Manager called the Union Shop Steward to intercede, but the Charging Party refused to talk to the Steward. After giving the Charging Party a final warning to either do the work assigned or clock out, the Manager clocked him out.

3) On November 30, 1994, the Charging Party asked the Manager to review his file. The Manager pull the file and placed it in the conference room table adjacent to his own office. He then reminded the Charging Party of the rule that forbids employees to remove or photocopy any documents from their file. The Charging Party confirmed that he would abide by these rules. After some time elapsed, the Manager looked through the window and observed that the Charging Party was replacing the metal fasteners to one of the folders of his file. He then noticed that the Charging Party was folding up a piece of paper and placing it in his pocket. When he questioned the Charging Party, he stated that it was a blank sheet on which he was going to take notes. When he asked the Charging Party to empty his pocket, the Charging Party showed him a blank piece of paper taken from a different pocket but refused to empty the others. The Manager confirmed with other employees in the area that the Charging Party had been at the copying machine. The Charging Party was suspended pending an investigation of the incident. During the investigation, the Charging Party refused to turn over his identifications as mandated by company rules for airport security reasons. In light of the Charging Party's history of misconduct, the Respondent dismissed him on December 12, 1994. **The Charging Party grieved his termination under the Collective Bargaining Agreement. Following the denial of the grievance and subsequent appeals, the Union chose not to advance Charging Party's appeal to arbitration.**

Examination of the evidence shows: 1) The Charging Party was in violation of the Respondent's policy in term of insubordination. 2) **The evidence confirms the posting of the memo regarding the overtime issue, and the Charging Party's violation of the order.** 3) Witnesses confirmed that the Charging Party did make copies of documents from his personal file in violation of the Respondent's policy. 4) **Records show that during the Charging Party's employment, on several occasions, he was cited by other supervisors, besides Noel Franz, for poor performance and insubordination.**

January 12, 1996  
Brian M. Torres, Esq.  
RE: Collins v. American Eagle  
Page 3

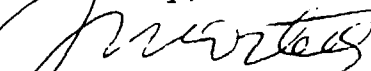
5) Evidence shows that since his employment, the Charging Party had filed four charges with EEOC, none of them were found to have merit. Charging Party voluntarily withdrew his 1993 charge even though Respondent did not offer him any consideration for the withdrawal. Nonetheless, the Charging Party is alleging that the above charge played a part in the last action taken against him by the Respondent.

Based on the evidence examined in this case it appears the Commission is unable to conclude that the information obtained establishes a violation of the statutes we enforce. However, this decision does not certify that the Respondent is in compliance with the statute(s). Additionally, this notice will not interfere with the Charging Party's decision to pursue this matter in Federal District Court.

For additional information and clarification please contact Investigator Jacqueline Martelly at (305) 530-6015, or Supervisory Investigator Ozzie Black, at (305) 530-6023, within the next five days or a final dismissal notice will be mailed to the Charging Party. Once he receives the final dismissal notice the Charging Party will have 90 days to file a private suit in Federal District Court.

If you are unable to contact one of the individuals listed please contact Public Service Coordinator Linda Byars at (305) 536-7235.

Sincerely,

  
Jacqueline G. Martelly  
Investigator

JGM



STATION CODE NUMBER 3201		ORG. CODE NUMBER 4732		PERIOD ENDING 02/15/94								
APN # OF CODE OCCUR HOURS		MAY # OF CODE OCCUR HOURS		OVERTIME MEAL ALLOWANCE								
				S C								
				00								
				74								
				INITIALS LAST NAME								
				TITLE								
CLOCK TIME	CLOCK TIME		STRAIGHT TIME	TIME AND A HALF	DOUBLE TIME	OVERTIME LEAVE	HOLIDAY WORKED	S 2	S 3	S 4	S 5	H C
	IN	OUT										
05:45	15:30				8.5							
05:47	16:30		10.5									
05:46	16:30		10									
05:47	16:30		10.5									
05:44	15:02		9.0									
05:46	15:36											
05:47	16:30											
05:44	16:30		10									
05:47	16:30		10									
05:43	16:30		10									
05:34	16:30		10									
06:50	17:30		4									
PAYROLL USE			TOTALS									
				9	7							
				4	5							

AMERICAN AIRLINES

2-RETAIN BY SUPERVISOR







#### FIRST SHIFT MECHANICAL OVERTIME

Overtime will start at 0700 unless otherwise noted.

Overtime will be approved according to the senior person not on double time.

If the workload demands, double time will be approved in order of seniority.

Overtime will be issued to first shift employees first, first mechanics then inspectors.

If the workload demands mechanics from other shifts, they will be considered only if overtime slots on their respective shifts are full.

Overtime personnel are to report to supervisor for assignment to line or hangar at the start of the shift..

Overtime will be approved seven days in advance.





AE-MTX-1804-01MAR91

# QUALITY ASSURANCE NOTIFICATION OF NON-COMPLIANCE



TO:

EDGAR CERCO

COPY:

DORIN COLLINS

AC 77A

CARR. NVEA

STATION MIAMI

DATE 5/5/94

MANUAL REF: GAM 17-02 AS 3 ITEM 7C

FAR REF: 121.627

## NON-COMPLIANCE

ON MAY 4<sup>th</sup> MR COLLINS ISSUED A NMEL TO AC 77A FOR A WING STROBE LIGHT. NO FOLLOW UP INFORMATION WAS GIVEN (PROBLEM STATED OR ITC INFO) AS REQUIRED BY THE OPM SECTION REFERENCED ABOVE.

THIS NON COMPLIANCE HINDERS THE PROCESS OF CLEARING NMEL IN A TIMELY MANNER

SIGNATURE:

[Signature]

EMPLOYEE NAME (PRINT)

DORIN COLLINS

EMPLOYEE NUMBER

129338

EMPLOYEE STATEMENT\*

REQUIRED X

NOT REQUIRED

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COPIES:

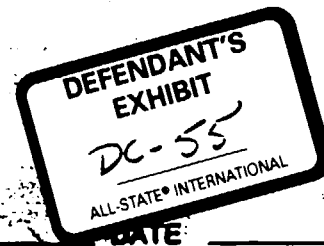
White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS



AE-MTX-1804-01MAR91

# QUALITY ASSURANCE NOTIFICATION OF NON-COMPLIANCE



American Eagle

TO: EDGAR DELGADO

COPY: DORSON COLLINS

AC 280 CARR. NW9 STATION MIAMI DATE 5/6/94

MANUAL REF: GPM 17-02 ASITEN 7C FAR REF: 121.627

## NON-COMPLIANCE

ON MAY 5, MR. COLLINS ISSUED AN MEL TO AF 380  
FOR A DEIKEL TIMEZ. AS PER GPM & PARS LISTED ABOVE,  
THE REQUIREMENT FOR FOLLOW INFO HAD NOT BEEN FULFILLED  
AS OF 5/4/94 @ 1300.

SIGNATURE: [Signature]

EMPLOYEE NAME (PRINT) DORSON COLLINS EMPLOYEE NUMBER 129238  
EMPLOYEE STATEMENT\* REQUIRED X NOT REQUIRED

SIGNATURE [Signature]

DATE [Date]

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE [Signature]

DATE [Date]

COPIES: White - RETURNED ANSWERED  
Yellow - STATION FILES

Pink - EMPLOYEE  
Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS

111VED 5/6





American Airlines

December 9, 1994  
(TERMINATION)

To: Dobson Collins  
Employee Number 179338  
Aircraft Mechanic

RE: Final Advisory

On November 30, 1994, while reviewing your personnel file, you were observed photocopying a document. You folded it up and placed it in your pocket.

When I asked you for the document, you refused to give it to me. I repeatedly asked you for the document and finally issued you a directive to do so. You refused, walked away, and clocked out.

On December 3, 1994, you were withheld from service pending investigation. On December 5, 1994, Supervisor Harold Allen directed you to surrender your Company I.D. and travel card. You refused.

During the investigation of this incident, you remained uncooperative and failed to produce the document.

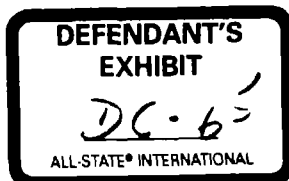
Your actions as described above not only constitutes unsatisfactory job performance, but is in direct violation of Flagship Airlines' General Rules of Conduct #7, which states:

7. Follow instructions received from supervisors.  
Insubordination will not be tolerated.

On May 13, 1993, you signed a Letter of Commitment which you and I understood as a good faith promise on your part to attain a satisfactory level of performance and conduct in our best interest. Your Counseling Record before and after your Letter of Commitment reflects management's positive efforts to obtain your cooperation and to obtain from you correction of your performance and conduct.

This last incident described above is a breach of your commitment. I hereby inform you of the termination of your employment with Flagship Airlines, effective immediately.

All Company property including, but not limited to, Flagship identification cards/badges of any kind, and keys assigned to you are to be returned to me and are not to be used for any purpose after the date of this letter. Any pay due you will be paid upon surrender of all Company property. Please contact me about any questions or other matters regarding benefits, Credit Union, etc. which you may have.



*[Signature]*  
M. Franz, Manager

8201/9562  
Station/Branch

☒ Handed to employee

☐ Mailed to employee

*[Signature]* 12/12/94  
By Date

cc: Personnel File  
Employee Relations







American Airlines

January 11, 1995

**CERTIFIED MAIL P 142 657 396**  
**RETURN RECEIPT REQUESTED**

Mr. Dobson Collins  
6405 Evans Street  
Hollywood, FL 33024

Post-It® Fax Note	7671	Date	# of pages
To	Ritchie Heppner, Jr.		
Co./Dept	Co.		
Phone #	Phone #		
Fax #	871-1323		

Dear Mr. Collins:

I have reviewed your grievance including your comments as expressed to me in our meeting on January 4, 1995.

After careful consideration of all the facts, I find the final advisory issued to you on December 9, 1994, for violation of Rule 7 to be justified.

Therefore, I must deny your grievance.

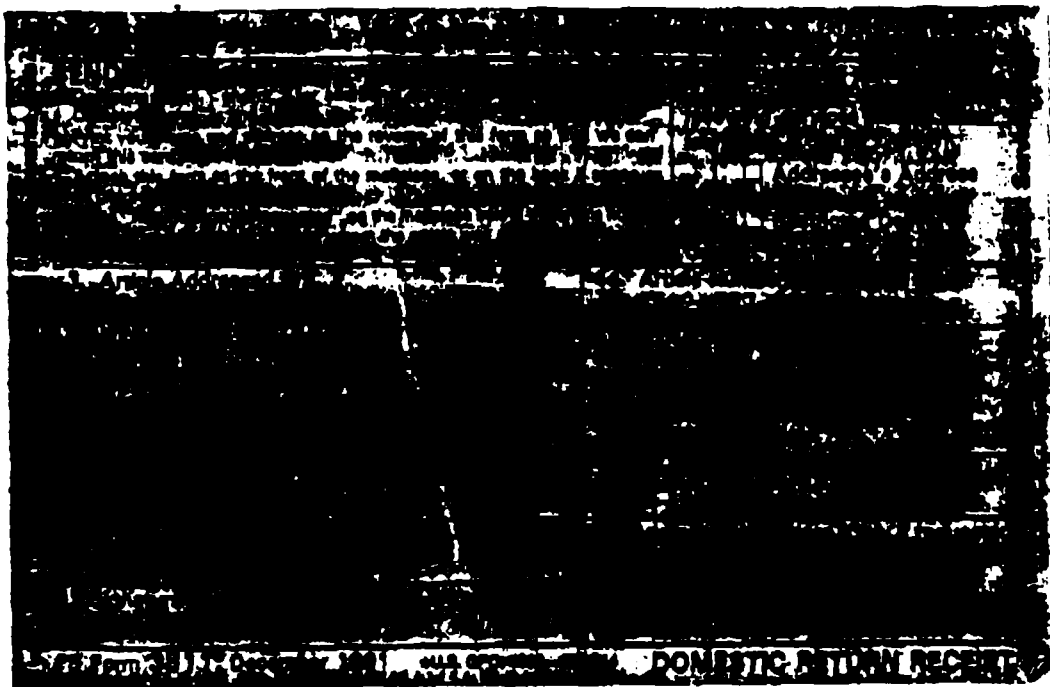
Sincerely,

FLAGSHIP AIRLINES, INC.

Doug Shockey  
Vice President, M & E

cc: Scott Roberson  
TWU Local 570  
1161 Murfreesboro Road, Suite 203  
Nashville, TN 37217





P 142 657 396



**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
Attachments (See Reverse)

TO: DOBSON COLLINS	
FROM: 6405 EVANS STREET	
HOLLYWOOD, FL 33024	
Postage	\$ .32
Delivery Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt (Money to Whom & How Delivered)	1.00
Return Receipt (Money to Whom, Date, and Addressee's Address)	
TOTAL Postage & Fees	\$ 2.32
Signature on Date	

PS Form 3800, 4-96



TRANSP WORKERS UNION OF AMERICA  
AIR TRANSPORT DIVISION

LOCAL ADDRESS

TWU Local 520  
1161 MacFerguson Rd. Suite 2  
Nashville TN. 37217

## STATEMENT OF GRIEVANCE

Name of Employee Dobson Collins Employee No. 129336  
Station MIA Shop or Section Flight Line Classification Airman's  
Name of Immediate Supervisor Bob Johnson

### EMPLOYEE'S STATEMENT OF GRIEVANCE:

*I grieve that my termination was unjust, and that I be reinstated to the employment of Flagship Airlines with full back pay, seniority rights and benefits as per article 20*

I authorize the Transport Workers Union of America as my representative to act for me in the disposition of this grievance.

Date 1-4-95 Signature of Employee [Signature]  
Signature of Union Officer Scott L. Robinson Title President Local 520

Date presented to Supervisor 4 Jan 95 Station BNA

This Statement of Grievance is to be made out in TRIPPLICATE. All three are to be signed by the employee and the TWU officer handling the case. Forms No. 1 and 2 are to be given to the Supervisor. No. 3 is to be given to the Local.

1 This Form may be retained by the Company.

December 9 1994  
(TERMINATION)

6405 Evans ST  
Hollywood FL  
33024

To: Dobson Colins  
Employee Number 179338  
Aircraft Mechanic

RE: Final Advisory

On November 30, 1994, while reviewing your personnel file, you were observed photocopying a document. You folded it up and placed it in your pocket.

When I asked you for the document, you refused to give it to me. I repeatedly asked you for the document and finally issued you a directive to do so. You refused, walked away, and clocked out.

On December 3, 1994, you were withheld from service pending investigation. On December 5, 1994, Supervisor Harold Allen directed you to surrender your Company I.D. and travel card. You refused.

During the investigation of this incident, you remained uncooperative and failed to produce the document.

Your actions as described above not only constitutes unsatisfactory job performance, but is in direct violation of Flagship Airlines' General Rules of Conduct #7, which states:

7. Follow instructions received from supervisors.  
Insubordination will not be tolerated.

On May 13, 1993, you signed a Letter of Commitment which you and I understood as a good faith promise on your part to attain a satisfactory level of performance and conduct in our best interest. Your Counseling Record before and after your Letter of Commitment reflects management's positive efforts to obtain your cooperation and to obtain from you correction of your performance and conduct.

This last incident described above is a breach of your commitment. I hereby inform you of the termination of your employment with Flagship Airlines, effective immediately.

All Company property including, but not limited to, Flagship identification cards/badges of any kind, and keys assigned to you are to be returned to me and are not to be used for any purpose after the date of this letter. Any pay due you will be paid upon surrender of all Company property. Please contact me about any questions or other matters regarding benefits, Credit Union, etc. which you may have.

\_\_\_\_\_  
N. Franz, Manager

\_\_\_\_\_  
Station/Branch

\_\_\_\_\_  
Handed to employee

\_\_\_\_\_  
Mailed to employee

cc: Personnel File  
Employee Relations

\_\_\_\_\_  
By Date



# Transport Workers Union of America

Air Transport Division, AFL-CIO

1161 Murfreesboro Road Box 264 Nashville Tennessee 37217

## Local 570

PRESIDENT Scott L. Roberson

SEC. TREASURER Douglas K. Hansen

V-PRESIDENT Jesse M. Rivera

REC. SECRETARY Vincent Lindner MEMBER / LARGE Glen Allen Kemp

Dobson Collins  
6405 Evans St.  
Hollywood, Fl. 330 4

Certified Receipt # Z297727325

Dear Mr. Collins

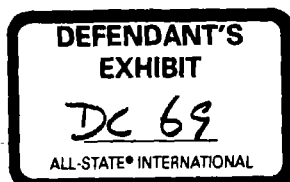
The System Board of Adjustment was convened on February 6, 1996 in accordance with section 21 of the agreement between Flagship Airlines and the Transport Workers Union of America. In reference to your Termination

The Board members were:

Union: Scott L. Roberson - Chairperson  
Allen Kemp  
Company: Emily Howard  
Cathy Janas

### Findings of The Board.

It is the ultimate responsibility of the employee to file a grievance if and when they feel any provision of the contract has not been properly applied, moreover, employees are obligated to adhere to limits outlined in article 20, sec. B, C, and D. when filing their grievance. After reviewing all the evidence submitted, The Board has concluded that the Grievant did not file his termination grievance until after the time limits had expired. His grievance is untimely and therefore the Company's decision stands.



Scott L. Roberson

*Scott L. Roberson*  
President TWU Local 570  
AFL-CIO



MORGAN, LEWIS & BOCKIUS

PHILADELPHIA  
NEW YORK  
MIAMI  
PRINCETON  
BRUSSELS

COUNSELORS AT LAW  
5300 FIRST UNION FINANCIAL CENTER  
200 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131-2339

TELEPHONE: (305) 579-0300

FAX: (305) 579-0321

WASHINGTON  
LOS ANGELES  
HARRISBURG  
LONDON  
FRANKFURT  
TOKYO

TERENCE G. CONNOR  
DIAL DIRECT (305) 579-0316

January 9, 1995

Ira J. Kurzban, Esquire  
Kurzban, Kurzban & Weinger  
2650 S.W. 27th Avenue  
Miami, Florida 33133

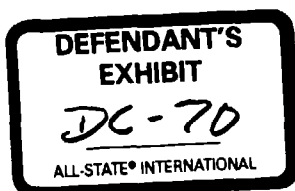
Re: Flagship Miami: Anthony Lee, Dobson Collins, Oren  
Camejo, Oswald Russell and Charles McLean

Dear Ira:

I am sorry to have been longer than anticipated in getting back to you. However, the combination of urgent commitments at Flagship and of the holiday season have conspired to make full communications difficult to complete. Our inquiry last week also indicated that you were unavailable until Wednesday of this week. We do not want to wait any longer.

I am, of course, responding to your approach, made in our meeting of December 7, 1994 concerning the employees indicated above. In our meeting, you summarized certain incidents your clients have described to you, alerted us to the existence of discrimination charges filed by some of those clients and generally described an environment that your clients regard as racially hostile. Of particular concern is a length of rope, tied in a noose, that you produced for our view, and a polaroid photograph that appears to portray a black person in a negative manner.

Complicating my review of this matter is the fact that two of your clients, Messrs. Lee and Collins, have been discharged from employment, and have initiated proceedings under the Railway Labor Act - governed Collective Bargaining Agreement. In addition, based on allegations of some of your clients, Flagship personnel officer, Cathy Janas, had completed a series of investigative interviews under the company's formal harassment policy (copy attached) in an effort to determine whether violations had occurred. She had not completed her evaluation or investigation at the time when I alerted her to your contact.





MORGAN, LEWIS & BOCKIUS

Ira J. Kurzban, Esq.  
January 9, 1995  
Page 2

We have conferred with Flagship, and we propose to proceed as follows.

Flagship will treat your contact as an expansion of the Janas investigation with certain particular modifications because of exigent circumstances. The company takes the suggestion that an African-American employee may have been the target of a "noose" incident very seriously, and we assume that no one would be callous enough to make such an accusation without sound basis.

However, Ms. Janas is at an advanced stage of pregnancy, and she is not currently able to travel. Therefore, she will be requesting that your clients, who have any new or additional information to provide to her, make arrangements to travel to her office in Nashville (on Flagship travel documents). Because of the nature of the matter, and because of your willingness to seek informal resolution, she will invite you to participate in her hearing with the caveat that counsel for Flagship will be present at meetings where witnesses or claimants' counsel is present.

As required by EEOC Guidelines and company policies, Flagship will continue to conclusion a thorough and objective investigation, and will take whatever action may be indicated by the results of this expanded investigation.

It is our intention that this occur expeditiously, and I would appreciate your contacting me so that we can obtain suitable dates for meetings in Nashville. To the extent that further interviews of Miami-based individuals may be required, they will either travel to Nashville under similar circumstances or Ms. Janas will arrange for a suitable delegate official to meet with those persons in Miami under her supervision.

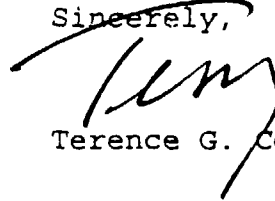
We appreciate your bringing this matter to our attention. I am confident that your clients will receive a thorough and objective investigation of their allegations. As it proceeds, we will ask that you and your clients refrain from any public discussion of these matters so that the investigation can proceed unimpaired to its appropriate conclusion.

MORGAN, LEWIS & BOCKIUS

Ira J. Kurzban, Esq.  
January 9, 1995  
Page 3

Of course, if you have any suggestions for moving this matter forward to an appropriate conclusion, we are prepared to discuss them with you. I look forward to your call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'TGC', is written over the word 'Sincerely,'.

Terence G. Connor

TGC/sk

cc: Andrew M. Kofsky  
Michele Valdez  
Cathy Janas



TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: CRAIG UNDERHILL #145069  
COPY: BASE MGR

N 947AC STATION MZA DATE 2/15/91  
MANUAL REF: GPM 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ITEM 25 LOG PAGE 20969 MAINTENANCE  
MANUAL REFERENCE NOT DOCUMENTED

129871  
SIGNATURE R. [Signature]

EMPLOYEE NAME (PRINT) Craig A Underhill EMPLOYEE NUMBER 145069  
EMPLOYEE STATEMENT\* REQUIRED ☒ NOT REQUIRED

In the rush of the banks I did not include the  
required MM reference.

SIGNATURE Craig A Underhill DATE 2-15-91  
145069

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Will include MM for corrective actions.

SIGNATURE Craig A Underhill DATE 2-15-91  
145069

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-72

ALL-STATE INTERNATIONAL

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: CRAIG UNDERHILL #145069  
COPY: BASE MGR

N 210 STATION MIAMI DATE 2/15/91  
MANUAL REF: GPM 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ZTEM 61 LOGPAGE 02707 <sup>THE</sup> BY  
BLOCK IN MECHANICAL DISCREPANCIES  
BLOCK NOT A PAYROLL SIGNATURE

129871  
SIGNATURE R. [Signature]

EMPLOYEE NAME (PRINT) Craig A. Underhill EMPLOYEE NUMBER 145069  
EMPLOYEE STATEMENT REQUIRED ☒ NOT REQUIRED

I thought information in this section was only for informational purposes, after reading GPM 5-01 (B) f. I found I have to use full name ~~whether its~~ Printed and ~~Report Signed~~

SIGNATURE Craig A. Underhill 145069 DATE 2-15-91

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Will USE Full Name AS instructed by  
GPM 5-01 Pg. 2 item B. Paragraph F.  
Will NOT use initials  
any more.

SIGNATURE Craig A. Underhill 145069 DATE 2-15-91

COPIES:

Respond to applicable manager within 72 hours.

SECTION F Item #19 States: PRINT Lastname

AE-MTX-1804-01MAR91

# QUALITY ASSURANCE

## NOTIFICATION OF NON-COMPLIANCE

TO: MAINTENANCECOPY: C. UNDERHILL # 145069A/C 912 CARR. NVEA STATION MIAMI DATE 11/5/91

MANUAL REF: \_\_\_\_\_ FAR REF: \_\_\_\_\_

**NON-COMPLIANCE**

① Item 1 logpage 012443 PINEP IS NOTE  
to maintenance stating that the aircraft was  
not surped at the outstation. Upon return  
to the hub the aircraft should have been  
surped, and signed off in action taken  
column as being surped.

SIGNATURE: P. Clark 129871
 EMPLOYEE NAME (PRINT) C. UNDERHILL EMPLOYEE NUMBER 145069  
 EMPLOYEE STATEMENT\* REQUIRED ☒ NOT REQUIRED ☐

Corrective Action Should have included  
"Mx Noted - Fuel tanks Surped" Next time  
I'll be more specific As the fuel tanks  
were Surped.

SIGNATURE Cay Underhill DATE 11-9-91

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE \_\_\_\_\_

 COPIES: White - RETURNED ANSWERED  
 Yellow - STATION FILES

REPLY REQUIRED WITHIN 10 DAYS

 PLACE  
IN FILE  
RC

13-25-94 11:35 AM FROM [illegible] HANGAR 269 TO MIA [illegible] LINE

201

AE-MTX-1804-01MAR91

# QUALITY ASSURANCE

## NOTIFICATION OF NON-COMPLIANCE

TO: C. J. MARCZUKCOPY: C. J. MARCZUKA/C 284 GARR. NVEA STATION MIA DATE 4/24/94MANUAL REF: GPM 17-02 pg 3 item 7C FAR REF: 121**NON-COMPLIANCE**

ON 4/20/94 I ISSUED 2 ME'S ON A/C 284 FOR  
A 1st - NO ICE + W/S HEAT. AS PER GPM + FAR'S  
LISTED ABOVE TO A/C REQUIRED TO GIVE FOLLOW INFO  
AS OF 4/21/94 0600 THERE WAS NO INFORMATION  
AVAILABLE

SIGNATURE: [Signature]EMPLOYEE NAME (PRINT) Chris A. UNDERHILLEMPLOYEE STATEMENT: REQUIREDREQUIREDEMPLOYEE NUMBER 145062NOT REQUIRED

To No Excuse of my own I was doing A PS-1, Fuel leak and  
2 ME's in the rain while getting covered with Fuel.

I understand it is my Responsibility to enter MEL info  
into Sabre for TS and Parts AS Promptly AS Possible or to turn  
info to Next Supervisor For Prompt Return to Service in MEL clearance

SIGNATURE Chris UnderhillDATE 4-25-94

\* ATTACH SEPARATE SHEET IF NECESSARY

**ACTION TAKEN TO PREVENT RECURRENCE:**

I Believe Mr Underhill is aware of the importance and the  
importance we have discussed to prevent any recurrence  
in the future

SIGNATURE [Signature]DATE 5/1/94

COPIES:

White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS



# AMERICAN EAGLE AIRCRAFT MAINTENANCE LOG

A/C # N 201 AE

DATE 2 / 1 / 91

TYPE A/C SA226 SA227  
OTHER SABS 340

ENGINE DATA		IAS	IOAT C		PRESS ALT				
ENG #	EGT	TQ	RPM		FUEL FLOW	OIL PRESS	OIL TEMP	ANTI ICF	BLEED AIR
1	818	61	43	1270	460	80	80	OFF	ON
2	844	61	93	1270	480	80	741	OFF	ON
FIRST FLIGHT OF DAY ITEMS CHECKED			OK		ENTER PIREP NBR IF NOT OK		A/C ACCEPTED BY: [Signature]		
VOR CHECK			OK		FREQ FROM		CAPT [Signature]		
BY T FLANAGAN			#1 101 134		#2 102 134		CAPT [Signature]		
ID # 317364			#3 103 134		#4 104 134		CAPT [Signature]		

ID #	STA	STA	OIL ADDED	1	2
134774	JAX				
134839	MIA				

## MECHANICAL DISCREPANCIES

## ACTION TAKEN

1 NO. 4 BY S. COLLINS ID # 134774 FLT # 4677 STA MIA

1 NO. 4 DATE 2-1-91

STA MIA ATA

BY [Signature] ID # 145069

ON DESCENT AT AROUND 17000 FEET THERE WAS A BURNING SMELL IN THE COCKPIT. ALSO THE FLIGHT ATTENDANT SMELLED THIS - THE WEC WHITE LIGHT CAME, RESET EICAS - LIGHT WENT OUT

No further smell noted. Inspected systems - everything good at this time. TAT - 914.1 C/C - 923

2 NO. 5 BY S. COLLINS ID # 134774 FLT # 5640 STA MIA

2 NO. 5 DATE 2-1-91

STA MIA ATA 21-50-1

BY [Signature] ID # 145069

COCKPIT UNABLE TO CONTROL CABIN TEMP. USING BOTH MANUAL AND AUTO.

Issued MEL 21-50-1 Auth # 24D. Ambient Air intake secured open 95. Ref MEL 21-50-1. TAT - 914.1 C/C - 923

3 NO. BY ID # FLT # STA

3 NO. DATE

STA ATA

BY ID #

4 NO. BY ID # FLT # STA

4 NO. DATE

STA ATA

BY ID #



AE-MTX-1804-01MAR91

# QUALITY ASSURANCE

## NOTIFICATION OF NON-COMPLIANCE

TO: EDGAR CEREZOCOPY: JUAN CUADRAA/C 918 CARR. NVEA STATION MIAMI DATE 5/10/94MANUAL REF: GPM 17-02 ps 3 ITEM 7C FAR REF: 121.627**NON-COMPLIANCE**

ON MAY 5, MR CUADRA ISSUED AN MEL TO A/C 918 FOR APR. AS PER GPM & FARs LISTED ABOVE, THE REQUIREMENT FOR FOLLOW UP INFORMATION HAD NOT BEEN FULFILLED AS OF 5/6/94 @ 1300

SIGNATURE: [Signature] 12831EMPLOYEE NAME (PRINT) J. CerezoEMPLOYEE NUMBER 12831

EMPLOYEE STATEMENT\*

REQUIRED

NOT REQUIRED

I did put <sup>replied</sup> the information in the computer on the same date that I issued the mel.

SIGNATURE [Signature]DATE 5/20/94

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

Employee apparently entered info but failed to complete entry. to prevent recurrence employee will double check K# for MCR

SIGNATURE [Signature]DATE 5/20/94

COPIES:

White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 97-0722-CIV-GRAHAM

ANTHONY LEE, an individual

Plaintiff,

VS.

EXECUTIVE AIRLINES, INC., a  
Delaware Corporation d/b/a  
AMERICAN AIRLINES INC., a Delaware  
Corporation, and FLAGSHIP AIRLINES, INC.,  
a Delaware Corporation

Defendants.

2650 S.W. 27th Avenue  
Miami, Florida  
January 27, 1998  
9:45 a.m.

Deposition of RAPHAEL PEREZ

Taken before Elaine Somma, Certified  
Shorthand Reporter and Notary Public in and for the  
State of Florida at Large, pursuant to Notice of  
Taking Deposition filed in the above cause.

- - - - -

JACK BESONER & ASSOCIATES  
150 West Flagler Street, Miami, Florida



1 in January of 1992?

2 A. There was an incident that I had with  
3 Dobson Collins, but I don't remember the exact  
4 details.

5 Q. But he did accuse you of calling him a  
6 nigger during work time on the shop floor, didn't he?

7 A. I think he did.

8 Q. And you denied it?

9 A. Right, true, exactly, I didn't call him.

10 Q. And you indeed were called in to talk to  
11 Al Alvarez, who was a supervisor at the time, because  
12 of that allegation by Mr. Collins, right?

13 A. I remember I was called in.

14 Q. For that?

15 A. I think so.

16 Q. And Mr. Collins stuck to his story that  
17 you did it and you stuck to your story that you did  
18 not, correct?

19 A. Right.

20 Q. And both of you were counseled to go and  
21 work together and you were told if you did call him a  
22 nigger, that that would violate company policy,  
23 right?

24 A. I don't remember.

25 Q. This man sitting to my left told you

1 that?

2 A. I don't remember.

3 Q. You don't remember?

4 A. I don't remember offhand.

5 Q. How do you remember that meeting with Mr.  
6 Alvarez ending?

7 A. Excuse me?

8 Q. How do you remember the end of the  
9 meeting with Mr. Alvarez over this issue?

10 A. How do I remember?

11 Q. What happened to close this issue?

12 A. You got to rephrase the question. I  
13 don't understand.

14 Q. I will use the last names. Collins goes  
15 to Alvarez and complains that Perez called him a  
16 nigger while he was working on the flight line or  
17 hangar or somewhere.

18 A. Hangar, right.

19 Q. Alvarez calls both Perez and Collins in  
20 to see him?

21 A. Right.

22 Q. Together?

23 A. I don't remember.

24 Q. But you know--

25 A. We had a meeting.

1 Q. You three?

2 A. I think it was us three, but I am not  
3 sure.

4 Q. And at the meeting, one guy said Collins  
5 said Perez called me a nigger and it is outrageous,  
6 right, in substance, not those words?

7 A. Yeah.

8 Q. And Perez says "I did not and by the way  
9 you are not a very good mechanic", in substance?

10 A. Right.

11 Q. Because you were complaining about his  
12 work?

13 A. Exactly.

14 Q. You didn't think he was any good as a  
15 mechanic?

16 A. No.

17 Q. It wasn't because he was black, was it?

18 A. No.

19 Q. Now this meeting in which you were all  
20 three in the room over this nigger calling  
21 allegations ended at some point, right?

22 A. You are talking about the meeting with  
23 Alvarez?

24 Q. Yes.

25 A. Yes, sir, right.

1 Q. And you all left the room?

2 A. Right.

3 Q. You walked out of that room?

4 A. Right.

5 Q. When you walked out of that room, did you  
6 have a belief that Mr. Alvarez would approve of your  
7 calling Mr. Collins a nigger?

8 A. No.

9 Q. Why not?

10 A. Because it is against company policy.

11 Q. And he told you that in no uncertain  
12 terms?

13 A. He probably did, but I couldn't tell you  
14 definitely.

15 Q. Did you ever do it again?

16 A. No.

17 Q. And you never did it the first time?

18 A. No, I never did it.

19 Q. Do you know of anyone else who has been  
20 counseled or called in for using racial terms with  
21 another employee?

22 A. No, not offhand.

23 Q. Do you know why Mr. Collins was  
24 discharged?

25 MR. KURZBAN: Objection as to relevancy

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD

Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

---

**DECLARATION OF KENNETH ALNOR  
PURSUANT TO 28 U.S.C. § 1746**

I, Kenneth Alnor, a resident of Broward County, Florida, under penalty of perjury and from personal knowledge, make the following declaration.

1. I have worked at Flagship Airlines, Miami Maintenance Facility since November 1989. I have been employed as an Inspector since that time.
2. On November 30, 1994, at approximately 4:50 p.m., I walked upstairs into the meeting/conference room at Flagship's Miami Maintenance Facility hangar, when Noel Franz was asking Dobson Collins to show him a piece of paper in his pocket.
3. Mr. Collins refused to do so and finally removed two different pieces of paper from different pockets and waved them in the air so that they were unreadable and put them back.



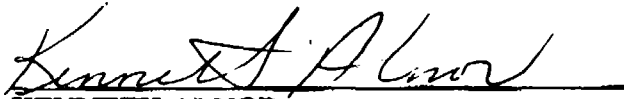
CASE NO.: 96-1104-CIV-GOLD

4. At that time, Mr. Franz gave Mr. Collins a directive to just show Mr. Franz the piece of paper so that he could identify it. Mr. Franz stated that the piece of paper might be a document or copy of a document taken from company files. Mr. Collins refused to show Mr. Franz the piece of paper and left the room.

5. I never observed Mr. Franz yelling or screaming at Mr. Collins. Mr. Collins appeared to be in good health and did not seem physically injured in any manner.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 28 day of MAY, 1998.

  
KENNETH ALNOR

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD

Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

---

**DECLARATION OF NOEL FRANZ  
PURSUANT TO 28 U.S.C. § 1746**

I, Noel Franz, a resident of Miami-Dade County, Florida, under penalty of perjury and from personal knowledge, make the following declaration in this matter:

1. I am a licensed airframe and power plant mechanic, and I was employed by Flagship Airlines at the Miami International Airport from September 1989 to February 1995 in the following positions:

September 1989 - February 1991	Mechanic.
February 1991 - September 1994	Supervisor.
September 1994 - February 1995	Acting Base Manager.

I am familiar with Dobson Collins, a mechanic who worked at Flagship from 1989 until 1994.

2. As either Supervisor or Acting Base Manager, I have had four interactions with Mr. Collins relating to his claims in this case.

CASE NO.: 96-1104-CIV-GOLD

*Minimum Equipment List Assignment*

3. Based on Federal Aviation Administration Regulations (FARs), each aircraft in Flagship's fleet has an approved Minimum Equipment List (MEL) that travels with the aircraft. It enables the operation of the aircraft even while certain non-critical instruments and equipment are in need of maintenance. Maintenance items are critical or non-critical depending on whether they affect the immediate airworthiness of the aircraft. Maintenance tracks the MEL of an aircraft and seeks to clear items from the MEL as promptly and efficiently as possible.

4. Maintenance on non-critical MEL items can be deferred if time pressures require doing so. A mechanic <sup>REQUESTS</sup> ~~enters~~ <sup>BE ENTERED</sup> the "open MEL item" into the computer. The open MEL item is then "cleared" at a later date when the repair is accomplished.

5. In order to "clear" MEL items, particularly when the work load is heavy, it is important for mechanics to have a list of every part number that might satisfy a particular open item and return the aircraft to service promptly. Having this list allows the stock room to order parts and enables the mechanics to work more efficiently.

6. In order to expedite clearance of open MEL items, we often offered overtime shifts to mechanics to have them research and identify part numbers that would satisfy all open MEL items, and we gave these overtime assignments to volunteers in order of their seniority with the company. This was particularly true during periods of MEL item backlogs. At times, we were <sup>REF</sup> ~~directly~~ instructed by Flagship headquarters to offer overtime for this purpose. We assigned this project to overtime volunteers and among them to mechanics of every race or ethnic group.

CASE NO.: 96-1104-CIV-GOLD

7. Although it would be difficult to go back and determine how many other mechanics were assigned this project besides Mr. Collins, I have reviewed the file of white mechanic David Wagner, which contains a counseling record (CR-1), showing that I assigned him to such a project as long ago as in 1991. Attached as Exhibit 1 is a true copy of that CR-1 from his company personnel file. In addition, I recall assigning this project in the past to Craig Underhill and Juan Cuadra.

***Notifications of Non-Compliance***

8. As a method of quality assurance, we adopted a system of issuing "Notifications of Non-Compliance" to mechanics who failed in any way to perform maintenance operations as required by the FARs <sup>or other</sup> of company manuals. Quality assurance inspectors or supervisors would issue these notices to mechanics and ask them to acknowledge the proper procedure in a response on the form.

9. These Notifications of Non-Compliance were not treated as disciplinary issues, but were given in an effort to remind mechanics of good maintenance practices and to seek their compliance. All supervisors, including myself, issued them to any mechanic as the situation required, without regard to their race or ethnic origin.

10. Mr. Collins has complained that only he was given notifications of non-compliance for failures to follow up on MEL items on or about May 5 and 6 1994. However, because of his race or his having filed an EEOC charge, <sup>we</sup> we issued notifications of non-compliance to Craig Underhill on April 20, 1994, and to Juan Cuadra on May 10, 1994, for similar failures to enter follow-up information on maintenance items they had performed. I have

CASE NO.: 96-1104-CIV-GOLD

attached these true copies of notifications from our files at Exhibit 2. These notices are examples of our practice of issuing notifications to every mechanic where a deficiency was found regardless of race or ethnicity.

***Overtime Shifts***

11. At Flagship, as I have described, we often made overtime shifts available to mechanics when MEL items backed up. As indicated above, this project involved inspecting the MEL list and researching for part numbers that would serve as effective replacements pursuant to the MEL. It would enable mechanics working on the aircraft to complete their projects more efficiently if they had the parts lists available while working on the aircraft.

12. These shifts were explicitly made available with a start time of 7:00 a.m., in order to coordinate the shifts with other work shifts in the department. We had explicitly advised the mechanics by a memorandum that is attached to this declaration as Exhibit 3.

13. A couple of mechanics had made a habit of punching in at 6:00 a.m. for this shift, before any work was available for them to perform. I specifically told Dobson Collins and Craig Underhill and others that the start time for this overtime shift was 7:00 am, and that they would not be paid if they punched in early.

14. Both Craig Underhill and Dobson Collins punched in early for overtime shifts during the pay period between April 29 and May 13, 1994. As a demonstration of the fact that the overtime shift's start time was applicable to all mechanics of every race, I attach to this declaration as Exhibit 4, true and correct copies of the time cards of Craig Underhill and Dobson Collins, both showing that I adjusted their start time to 7 a.m. as I had advised them I would.

CASE NO.: 96-1104-CIV-GOLD

15. The start time for that shift was generally applicable and had nothing to do with the race of any employee or whether they had filed any grievances or charges of discrimination against the company.

***Discharge***

16. On November 30, 1994, based on his earlier request, I provided Dobson Collins his personnel file for inspection in the conference room outside my office. I reminded him of the company's policy that prohibits taking or photocopying documents from the file without explicit permission.

17. I first sat with Collins as he inspected his personnel file. After it became apparent that he was going to take his time with a very thick file, I went into my office and kept an eye on his progress through the window between the office and the conference room.

18. At some point, I saw Collins replacing the metal fasteners to one of the folders in this file. It appeared that he was putting documents back into the file. I then observed Collins fold up a piece of paper and put it underneath the file. When I moved the file, I saw what appeared to be photocopier marks on the piece of paper.

19. Collins quickly picked up the piece of paper, said it was a blank sheet on which he was going to take notes, and put it into his pocket. I asked him if I could see it to insure that it was not a company document and that I only wished to identify it as company or personal.

20. I directed Collins to show me the paper. He removed it from his pocket and waived it briefly in front of me, then refolded it and put it back in his pocket. Although I

## **EXHIBIT 1**

**AA AMERICAN AIRLINES PERFORMANCE COUNSELING RECORD**

EMPLOYEE NO	INITIAL	LAST NAME	ORG CODE	STA CODE	CO. SENIORITY DATE	YEAR	PAGE NBR.
	D.	<del>WAGNER</del> WAGNER	7962	8201		91	1
DATE OF INCIDENT OR ACTION	SUBJECT OR INCIDENT DISCUSSED	DETAILS/ACTION TAKEN/COMMENDATION/OTHER REMARKS BRIEFLY EXPLAIN WHAT WAS DISCUSSED/COMMITMENTS MADE INCLUDE ANY SIGNIFICANT DATE/TIME/PLACE. SUPERVISOR'S SIGNATURE/DATE FOLLOWING EACH ENTRY.					
8/12/91	Problems with fellow workers.	Mr. Wagner came to me at approx 1200 / 12 <sup>th</sup> to discuss situation <del>with</del> working with other employees, especially those employees formerly of EAL that went on Strike April 19 March 1989. Mr. Wagner was concerned about suspicions that Ex EAL striking means were out to get him. I explained company position of monitoring situation & expressed <del>in</del> the company would take action necessary should management witness any employee harassment taking place. Also stated that company would issue a memo to all <del>a</del> reiterating rules & regs. and repercussions of infractions. Present was Supervisor Ed Reyes. R May 178918 8/12/91					
8/25/91	Work perform.	Talked with David Wagner about the amount of time he spent removing & replacing a Decal boot for a prop blade. He stayed for OT (3 hrs) and spent a total of 4 hours on the job and 2nd & 3rd shift had to remove his work and re-install it. We discussed the procedures he used since I handed him the paper work personally. We discovered that he followed the steps incorrectly & one <sup>STEP</sup> deleted. Decal boot was on 866 8/24/91 Today, we had a problem with various jobs assigned to him at the line. Miscommunication and limited time caused 2 delays, and other mechanics having to do the work (NOT NAV LIGHT). Considering trying to get him to bid 3 <sup>rd</sup> shift when there is less stress.					
8/26/91	work assignment.	Gave Mr. Wagner a single assignment of a list of MEL's with AIT codes that related to our life to work with no matter of any dual him (no stress applied). I told him he was to look up the parts necessary to fix these MEL's (STRAKE LIGHTS LOGO LIGHTS, TEAP IND. ETC). One hour later the Tech Eric Reyes pointed on the list I gave Wagner and asked me what <del>the</del> He was supposed to do with it. I told him I gave it to Wagner to look up the PN's, get the parts for					





## AMERICAN AIRLINES PERFORMANCE COUNSELING RECORD

YEAR	PAGE NBR.

DATE OF INCIDENT OR ACTION	SUBJECT OR INCIDENT DISCUSSED	DETAILS/ACTION TAKEN/COMMENDATION/OTHER REMARKS BRIEFLY EXPLAIN WHAT WAS DISCUSSED/COMMITMENTS MADE INCLUDE ANY SIGNIFICANT DATE/TIME/PLACE. SUPERVISOR'S SIGNATURE/DATE FOLLOWING EACH ENTRY.
	car 4	<p>stock and have the parts sent to the line. (Wagner said he found Wagner sitting in the middle of the hangar (empty) on his tool box. I called Wagner back to my office and reexplained my instructions as best I understood them and had him repeat those instructions. He repeated them and still insisted he understood all along, but yet he still gave them to the list of incomplete items to him back for which he was to be reprimanded. I reexplained again and asked him to get me if he had any problems. Approximately 1 1/2 hours later I checked on his progress and as far as he found 2 PK but unfortunately it was not the part I asked for. (The right wing)</p> <p>I told Wagner I would finish the list and gave him another task of labeling "waste" barrels with their contents and to put long buckets of used fluids in those appropriately labeled barrels. (He was assigned a person (Cramer) to help him)</p> <p>A couple of hours later (approximately 3) he returned to me saying he was finished. I returned to the area with him and found a number of things requiring additional work and correction, such as he labeling the barrels from "miscellaneous fluid" to the one individual contents each.</p> <p>75 minutes before his scheduled end of shift he was discovered in the break room. I gave him the benefit of the doubt and waited for him to come to me for another assignment or to his lead (I must mention that his lead sent him to me in the morning because I had some items to be worked.) Wagner was never seen from again that workday. <span style="float: right;">8/25/1995</span></p> <p>8/25/91 Tools Rep. On 8/25/91 LEADMAN UNDERHILL ASSIGNED WAGNER A JOB IN WHICH HE NEEDED A FLASHLIGHT. HE TOLD (CRAIG HE DID NOT HAVE ONE &amp; CRAIG SUGGESTED HE GET ONE. MR. WAGNER REPLIED HE WAS NOT GOING TO BUY ANYTHING UNTILL THE COMPANY PAID HIM FOR DAMAGES TO HIS TOOL BOX. I CAME COUNSELED MR. WAGNER AND MADE HIM AWARE THAT HE WAS REQUIRED TO HAVE</p>
8/25/91	Tools Rep.	<p>WAGNER AND MADE HIM AWARE THAT HE WAS REQUIRED TO HAVE TOOLS FOR THE JOB. SAID HE WAS SORRY &amp; WOULD APPEAR TO CRAIG</p>

## **EXHIBIT 2**

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO:

CRAIG UNDERHILL #145069

COPY:

BASE MGR

N

947AC

STATION

MIA

DATE

2/15/91

MANUAL REF: GPM 5-01

FAR REF:

NON-COMPLIANCE

① ITEM 25 LOG PAGE 20969 MAINTENANCE  
MANUAL REFERENCE NOT DOCUMENTED

129871  
SIGNATURE R. [Signature]

EMPLOYEE NAME (PRINT) Craig A. Underhill  
EMPLOYEE STATEMENT

REQUIRED ☒

EMPLOYEE NUMBER 145069  
NOT REQUIRED

In the rush of the banks I did not include the  
required MM reference.

SIGNATURE Craig A. Underhill  
145069

DATE

2-15-91

\*ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE

Will include MM for corrective actions.

SIGNATURE Craig A. Underhill  
145069

DATE

2-15-91

COPIES:

Respond to applicable manager within 72 hours.

DEFENDANT'S  
EXHIBIT

DC-72

ALL-STATE® INTERNATIONAL

TULE FORM 8025

**QUALITY ASSURANCE**  
**NOTIFICATION OF NON-COMPLIANCE**

TO: CRAIG UNDERHILL #145069  
COPY: BASE MGR

N 210 STATION MIAMI DATE 2/15/91  
MANUAL REF: GPM 5-01 FAR REF: \_\_\_\_\_  
NON-COMPLIANCE

① ZTEM 61 LOGPAGE 02707 <sup>THE</sup> BY  
BLOCK IN MECHANICAL DISCREPANCIES  
BLOCK NOT A PAYROLL SIGNATURE

129871  
SIGNATURE R. [Signature]

EMPLOYEE NAME (PRINT) Craig A. Underhill EMPLOYEE NUMBER 145069  
EMPLOYEE STATEMENT REQUIRED NOT REQUIRED

I thought information in this section was only for informational purposes, after reading GPM 5-01 (B) f. I found I have to use full name ~~whether its~~ printed and ~~signed~~

SIGNATURE Craig A. Underhill 145069 DATE 2-15-91

**\*ATTACH SEPARATE SHEET IF NECESSARY**

**ACTION TAKEN TO PREVENT RECURRENCE**

Will USE Full Name AS instructed by  
GPM 5-01 Pg. 2 item B. Paragraph F.  
Will NOT use initials  
any more.

SIGNATURE Craig A. Underhill 145069 DATE 2-15-91

**COPIES:**

Respond to applicable manager within 72 hours.

SECTION F Item #19 States: PRINT Lastname

AE-MTX-1804-01MAR91

# QUALITY ASSURANCE

## NOTIFICATION OF NON-COMPLIANCE



TO: MAINTENANCE  
 COPY: C. UNDERHILL # 145069

A/C 912 CARR. NVEA STATION MIAMI DATE 11/5/91

MANUAL REF: \_\_\_\_\_ FAR REF: \_\_\_\_\_

### NON-COMPLIANCE

① Item 1 fogpage 012443 PIRCP IS NOTE  
 to maintenance stating that the aircraft was  
 not sumped at the outstation. Upon return  
 to the hub the aircraft should have been  
 sumped, and signed off in action taken  
 column as being sumped.

SIGNATURE: R. Clark 129871

EMPLOYEE NAME (PRINT) C. UNDERHILL EMPLOYEE NUMBER 145069  
 EMPLOYEE STATEMENT\* REQUIRED ☒ NOT REQUIRED ☐

Corrective Action Should have included  
 "Mx Noted - Fuel tanks Sumped" Next time  
 I'll be more specific As the fuel tanks  
 were Sumped.

SIGNATURE Cay Underhill DATE 11-9-91

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

SIGNATURE \_\_\_\_\_

COPIES: White - RETURNED ANSWERED  
 Yellow - STATION FILES

REPLY REQUIRED WITHIN 10 DAYS

Place  
 in file  
 PL



12-26-94 11:05 AM FROM MIAMI HANGAR TO MIA MSG LINE

201

AE-MTX-1804-01MAR91

# **QUALITY ASSURANCE** **NOTIFICATION OF NON-COMPLIANCE**

TO: E 21 AR C 2120COPY: E 21 AR C 2120AC 284 GARR. NVEA STATION MIA DATE 4/24/94MANUAL REF: GPM 17-02 pg 3 item 7C FAR REF: 121 607**NON-COMPLIANCE**

ON 4/20/94 10:15-10 2 MELS ON A/C 284 FOL  
 A 1 FOL ON C & W/S HEAT. AS PER GPM & FAR'S  
 LISTED ABOVE TO ALL REQUIRED TO GIVE FOLLOW INFO  
 AS OF 4/21/94 0600 THERE WAS NO INFORMATION  
 AVAILABLE

SIGNATURE: [Signature]EMPLOYEE NAME (PRINT) Craig D UNDERHILLEMPLOYEE NUMBER 145069

EMPLOYEE STATEMENT\*

REQUIRED ☒

NOT REQUIRED

To No Excuse of my own I was doing a PS-1, fuel leak and  
 2 MELS in the rain while getting covered with fuel.

I Understand it is (my) Responsibility to enter MEL info  
 into Sabre for TIS and Parts AS Promptly AS Possible or to turn  
 info to Next Supervisor For Prompt Return to Service in MEL clearance

SIGNATURE Craig UnderhillDATE 4-25-94

\* ATTACH SEPARATE SHEET IF NECESSARY

**ACTION TAKEN TO PREVENT RECURRENCE:**

I believe Mr Underhill is aware of the importance and the  
 procedures we have discussed to prevent any recurrence  
 in the future

SIGNATURE [Signature]DATE 5/1/94

COPIES:

White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS

**16 FEB 1962**

عالمی

A/C # N 201 AE  
DATE 2 1 1 91  
TYPE ☒ A/C SA226 ☐ SA227 ☐  
(OTHER) SAB 340

269

AE-MTX-1804-01MAR91

# QUALITY ASSURANCE

## NOTIFICATION OF NON-COMPLIANCE



American eagle

TO: EDGAR CEREZOCOPY: JUAN CUADRAA/C 918 CARR. NVEA STATION MIAMI DATE 5/10/94MANUAL REF: GPM 17-07 ps 3 ITEM 7C FAR REF: 124.627**NON-COMPLIANCE**

ON MAY 5, MR CUADRA ISSUED AN MEL TO A/C 918 FOR APR. AS PER GPM & FARs LISTED ABOVE, THE REQUIREMENT FOR FOLLOW UP INFORMATION HAD NOT BEEN FULFILLED AS OF 5/6/94 @ 1300

SIGNATURE: [Signature] 12831EMPLOYEE NAME (PRINT) J. CuadraEMPLOYEE NUMBER 12831EMPLOYEE STATEMENT\* REQUIRED

REQUIRED

NOT REQUIRED

I did put the information in the computer on the same date that I issued the mel.

SIGNATURE [Signature]DATE 5/20/94

\* ATTACH SEPARATE SHEET IF NECESSARY

ACTION TAKEN TO PREVENT RECURRENCE:

Employee apparently entered info but failed to complete entry. to prevent recurrence employee will double check K# for MCR

SIGNATURE [Signature]DATE 5/20/94

COPIES:

White - RETURNED ANSWERED

Yellow - STATION FILES

Pink - EMPLOYEE

Gold - ORIGINATOR'S FILE

REPLY REQUIRED WITHIN 10 DAYS



## **EXHIBIT 3**

#### FIRST SHIFT MECHANICAL OVERTIME

Overtime will start at 0700 unless otherwise noted.

Overtime will be approved according to the senior person not on double time.

If the workload demands, double time will be approved in order of seniority.

Overtime will be issued to first shift employees first, first mechanics then inspectors.

If the workload demands mechanics from other shifts, they will be considered only if overtime slots on their respective shifts are full.

Overtime personnel are to report to supervisor for assignment to line or hangar at the start of the shift..


Overtime will be approved seven days in advance.



## **EXHIBIT 4**

EMPLOYEE NUMBER 179338				EMPLOYEE NAME D COLLINS								
STATION CODE NUMBER 8201				ORG CODE NUMBER 9962		WORK PERIOD ENDING 04/29/94						
APK # OF CODE OCCUR HOURS		# OF CODE OCCUR HOURS		OVERTIME MEAL ALLOWANCE		SUPERVISORY APPROVAL						
				S C		INITIALS LAST NAME						
				00								
				74								
C O D E	CLOCK TIME		STRAIGHT TIME	TIME AND A HALF	DOUBLE TIME	OVERAGE LEAVE	HOLIDAY WORKED	S 2	S 3	S 4	S 5	H C
	IN	OUT										
	SAT											
	05:28	16:30	10									
	05:59	16:30	10									
	05:50	16:34	10									
	05:43	16:30	10									
	THU											
	FRI											
	SAT											
	05:34	16:30	10									
	05:45	16:30	10									
	05:16	16:31	10									
	05:43	16:30	10									
	THU											
	05:40	15:30	8.5									
PAYROLL USE			80									
			8.5									

31 35 01 32 37 25 38 30 34 36 56 39  
AMERICAN AIRLINES 2 RETAIN BY SUPERVISOR

<input type="checkbox"/> PART-TIME <input type="checkbox"/> FULL-TIME		DAYS OFF SCHEDULED HRS	SUPV. CODE INT.	
SA				
SU				
M				
T				
W				
T				
F				
SA				
SU				
M				
T				
W				
T				
F	<i>no meal -</i> <i>At 277/219/184 at 95</i>			

EMPLOYEE NUMBER 145059		EMPLOYEE NAME C A UNDERHILL	
STATION CODE NUMBER 3201		ORG CODE NUMBER 9952	WORK PERIOD ENDING 05/13/94
APR # OF CODE OCCUR HOURS	MAY # OF CODE OCCUR HOURS	OVERTIME MEAL ALLOWANCE S C	SUPERVISORY APPROVAL INITIALS LAST NAME
		00	<i>[Signature]</i>
		74	

C O D E	CLOCK TIME		STRAIGHT TIME	TIME AND A HALF	DOUBLE TIME	OVERAGE LEAVE	HOLIDAY WORKED	S	S	S	S	H	
	IN	OUT						2	3	4	5	C	
DO		SAT											
DO		SUN											
	05:57	MON 16:30	10										
	05:56	TUE 16:30	10										
MM	05:57	WED 16:30	10	5									
	05:59	THU 16:30	10										
LL	05:57	FRI 15:30	5	8									
LL	05:57	SAT 14:30	5		7								
		SUN											
	05:57	MON 16:30	10										
	05:54	TUE 16:30	10										
	05:55	WED 16:30	10										
MM	05:57	THU 17:00	10	1									
DW	07:05	FRI 15:31	8	4									
LL													
PAYROLL USE		TOTALS	81	17	7								
		TOTALS	9										

31 35 01 32 37 25 38 30 34 36 56 39  
AMERICAN AIRLINES 2-RETAIN BY SUPERVISOR



EMPLOYEE NUMBER 145069		EMPLOYEE NAME C A UNDERHILL	
STATION CODE NUMBER 6201		ORG CODE NUMBER 9952	WORK PERIOD ENDING 04/29/84

APR CODE	# OF OCCUR	HOURS	CODE	# OF OCCUR	HOURS	OVERTIME MEAL ALLOWANCE	SUPERVISORY APPROVAL	
						\$	\$	INITIALS LAST NAME
							00	
							74	

C CODE	CLOCK TIME		STRAIGHT TIME	TIME AND A HALF	DOUBLE TIME	OVERAGE LEAVE	HOLIDAY WORKED	S	S	S	S	H
	IN	OUT						2	3	4	5	C
	SAT 06:53	15:02			8							
	SUN											
	MON 05:56	16:30	10									
	TUE 05:55	16:30	10									
	WED 05:58	16:30	10									
	THU 05:58	16:30	10									
	FRI 05:57	14:30		8								
	SAT											
	SUN											
	MON 06:02	16:30	10									
	TUE 06:00	16:30	10									
	WED 06:00	16:30	10									
	THU 05:58	16:30	10									
	FRI											
PAYROLL USE		TOTAL HRS	8	8								
		TOTAL MINS	9									

31 35 AMERICAN AIRLINES 01 32 37 25 38 30 34 36 39  
2-RETAIN BY SUPERVISOR



<input type="checkbox"/> PART-TIME <input type="checkbox"/> FULL-TIME		DAYS OFF SCHEDULED 1753		SUPV. CODE INT.	
SE	4/6 Second day off <sup>worked</sup> AK 202	D/	1/2	pm	
SU					
M					
T					
W					
T					
F	4/22 First day off <sup>worked</sup> 1/2	pm			
SA					
SU					
M					
T					
W					
T					
F					

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD

Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

---

**DECLARATION OF CATHY JANAS  
PURSUANT TO 28 U.S.C. § 1746**

I, Cathy Janas, a resident of Davidson County, Tennessee, under penalty of perjury and from personal knowledge, make the following declaration:

1. I have been employed by Flagship Airlines ("Flagship") since May 1989.

I have been Director of Human Resources of Flagship since April 1993.

2. In my capacity as Director of Human Resources, I have extensive personal knowledge of, and experience with, Flagship's coaching and disciplinary policies.

3. Flagship uses a coaching program called "Peak Performance through Commitment" ("PPC") to induce employees to committed service. Under the PPC program, there are several steps in the disciplinary process leading up to discharge. Upon an indication that an employee does not respond to coaching or begins to exhibit serious behavior or

CASE NO.: 96-1104-CTV-GOLD

performance problems, a "first advisory" is issued to the employee. If the employee continues to fail to respond to coaching or exhibits a very serious performance problem, a "second advisory" is issued to the employee. The third step of the procedure is called a "career decision day". A career decision day is a last chance opportunity for employees who have had repeated disciplinary advisories, or whose infractions are serious enough to warrant discharge, to correct their behavior or performance.

4. A career decision day advisory offers the employee the opportunity to take a day off with pay to consider his commitment to working at Flagship and abiding by its rules. The employee has three options on receiving a career decision advisory. If the employee chooses, he may sign a letter of commitment to correct his behavior or performance problem and return to work the next day. Alternatively the employee may resign and agree, in writing, not to exercise grievance rights or bring actions against the company. In doing so, the employee retains some temporary benefits. Finally, the employee may decline the first two options and choose discharge with the option to file a grievance.

5. When an employee has been through the entire PPC process, or has violated any rule which justifies immediate discharge, a final advisory is issued. Insubordination is a rule violation which may result in immediate termination of employment.

6. In December 1994, Mr. Dobson Collins' counsel informed Flagship of various alleged incidents of graffiti and other materials including a noose and a Polaroid picture that he believed had been displayed at the Miami Maintenance Facility work station to harass Collins and other black employees. Prior to Mr. Collins' complaint, another mechanic employed

CASE NO.: 96-1104-CIV-GOLD

at Flagship's Miami Maintenance Facility provided me a photocopy of a black background Polaroid picture with two stick figure faces painted in with correction fluid. The mechanic never provided any further evidence that the picture was motivated by racial ill will, however; nor was he able to identify the perpetrators who had posted the picture. Mr. Collins also did not indicate whether this was the Polaroid picture of which he was complaining.

7. As a result of Mr. Collins complaint, we directed our counsel to invite Mr. Collins and his counsel to come to my office in Nashville (on Flagship travel documents) to participate in an investigation and provide Flagship with any evidence to support his complaint and that would assist us in finding the culprit. I was unable to travel to Miami and make an on-site investigation at the time, as I was in an advanced stage of pregnancy. See Tab 1, letter of January 9, 1995.

8. Neither Mr. Collins nor his counsel ever responded to our invitation, and they never provided me with any physical evidence of either the noose or Polaroid picture.

9. We pursued our investigation of Mr. Collins' complaint and related complaints but were unable to identify anyone as being responsible for hanging a noose or posting the picture. Neither Mr. Collins nor any of his co-workers involved in my investigation were able to identify the perpetrators to us, and in our inquiry we could not find any evidence of the identity of these people.

10. Nevertheless, in an effort to prevent any possible future occurrences of the same nature and to insure that our employees knew of the company's position, I recommended to John A. Hayes, the President of Flagship at that time, that he issue a memorandum to all

CASE NO.: 96-1104-CIV-GOLD

employees clearly stating Flagship policy that improper, harassing conduct of any nature, such as hanging nooses or creating photographs poking fun at racial characteristics, would not be tolerated and would be grounds for immediate termination of employment. The memorandum was signed by Mr. Hayes on February 2, 1995. See Tab 2, President's Memorandum. As I suggested, he directed that the memorandum be placed in the pay check envelope of every employee of Flagship during the next payroll period to insure rapid communication with all employees. I promptly carried out his directive, and had the company policy and his memorandum posted in Flagship's various bulletin boards as well.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 1<sup>st</sup> day of June, 1998.

Cathy Janas  
CATHY JANAS

**TAB 1**

MORGAN, LEWIS & BOCKIUS

PHILADELPHIA  
NEW YORK  
MIAMI  
PRINCETON  
BRUSSELS

COUNSELORS AT LAW  
5300 FIRST UNION FINANCIAL CENTER  
200 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131-2339

TELEPHONE: (305) 579-0300

FAX: (305) 579-0321

WASHINGTON  
LOS ANGELES  
HARRISBURG  
LONDON  
FRANKFURT  
TOKYO

TERENCE G. CONNOR  
DIAL DIRECT (305) 579-0316

January 9, 1995

Ira J. Kurzban, Esquire  
Kurzban, Kurzban & Weinger  
2650 S.W. 27th Avenue  
Miami, Florida 33133

Re: Flagship Miami: Anthony Lee, Dobson Collins, Oren  
Camejo, Oswald Russell and Charles McLean

Dear Ira:

I am sorry to have been longer than anticipated in getting back to you. However, the combination of urgent commitments at Flagship and of the holiday season have conspired to make full communications difficult to complete. Our inquiry last week also indicated that you were unavailable until Wednesday of this week. We do not want to wait any longer.

I am, of course, responding to your approach, made in our meeting of December 7, 1994 concerning the employees indicated above. In our meeting, you summarized certain incidents your clients have described to you, alerted us to the existence of discrimination charges filed by some of those clients and generally described an environment that your clients regard as racially hostile. Of particular concern is a length of rope, tied in a noose, that you produced for our view, and a polaroid photograph that appears to portray a black person in a negative manner.

Complicating my review of this matter is the fact that two of your clients, Messrs. Lee and Collins, have been discharged from employment, and have initiated proceedings under the Railway Labor Act - governed Collective Bargaining Agreement. In addition, based on allegations of some of your clients, Flagship personnel officer, Cathy Janas, had completed a series of investigative interviews under the company's formal harassment policy (copy attached) in an effort to determine whether violations had occurred. She had not completed her evaluation or investigation at the time when I alerted her to your contact.

MORGAN, LEWIS & BOCKIUS

Ira J. Kurzban, Esq.  
January 9, 1995  
Page 2

We have conferred with Flagship, and we propose to proceed as follows.

Flagship will treat your contact as an expansion of the Janas investigation with certain particular modifications because of exigent circumstances. The company takes the suggestion that an African-American employee may have been the target of a "noose" incident very seriously, and we assume that no one would be callous enough to make such an accusation without sound basis.

However, Ms. Janas is at an advanced stage of pregnancy, and she is not currently able to travel. Therefore, she will be requesting that your clients, who have any new or additional information to provide to her, make arrangements to travel to her office in Nashville (on Flagship travel documents). Because of the nature of the matter, and because of your willingness to seek informal resolution, she will invite you to participate in her hearing with the caveat that counsel for Flagship will be present at meetings where witnesses or claimants' counsel is present.

As required by EEOC Guidelines and company policies, Flagship will continue to conclusion a thorough and objective investigation, and will take whatever action may be indicated by the results of this expanded investigation.

It is our intention that this occur expeditiously, and I would appreciate your contacting me so that we can obtain suitable dates for meetings in Nashville. To the extent that further interviews of Miami-based individuals may be required, they will either travel to Nashville under similar circumstances or Ms. Janas will arrange for a suitable delegate official to meet with those persons in Miami under her supervision.

We appreciate your bringing this matter to our attention. I am confident that your clients will receive a thorough and objective investigation of their allegations. As it proceeds, we will ask that you and your clients refrain from any public discussion of these matters so that the investigation can proceed unimpaired to its appropriate conclusion.

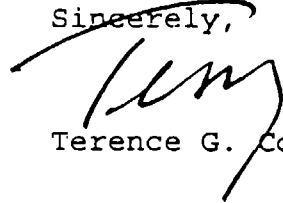


MORGAN, LEWIS & BOCKIUS

Ira J. Kurzban, Esq.  
January 9, 1995  
Page 3

Of course, if you have any suggestions for moving this matter forward to an appropriate conclusion, we are prepared to discuss them with you. I look forward to your call.

Sincerely,



Terence G. Connor

TGC/sk

cc: Andrew M. Kofsky  
Michele Valdez  
Cathy Janas

**TAB 2**



American Airlines  
American Airlines

February 2, 1995

## FLAGSHIP EMPLOYEES

### Employee Harassment

Recently, at various locations in our system, we have received reports of vandalism, graffiti, jokes, symbols, cartoons and other communications placed in various locations in our facilities. This is a persistent problem for us and for all property owners and employers in the United States. We are confronted with graffiti on our public buildings, parks, restrooms, and even in our national monuments.

Sometimes employees and vendors use this kind of outlet to poke fun at other people. However, I wish to remind all of you, no matter what the motive, jokes, signs, and cartoons or symbols that may be taken as hostile because of racial, sexual, religious, ethnic, or age, etc. orientation are forbidden under our Company policy.

We have had recent reports of hanging of "nooses", creation of photographs that poke fun at racial characteristics, sexual characteristics, etc. It has been virtually impossible, without your assistance, to identify the perpetrators in these cases.

Nevertheless, it is important that you understand explicitly from the highest level of the company, that we will not tolerate continuation of this conduct. To the extent that we are able to identify any person who has engaged in this kind of behavior, we will consider it grounds for immediate termination of employment.

Each of us brings our own cultural heritage, gender, racial history, etc. into the workplace, and our diversity can be our strength. I hope that you will work with us to enhance recognition of the worth of each employee and help us to build an ever improving airline that is also a comfortable place to work.

  
John A. Hayes  
President

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD  
Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

\_\_\_\_\_ /

**DECLARATION OF WILLIAM LANGRAN  
PURSUANT TO 28 U.S.C. § 1746**

1. Pursuant to 28 U.S.C. § 1746, I, William Langran, a resident of Miami-Dade County, Florida, under penalty of perjury and from personal knowledge, make the following declaration.

2. I have worked at Flagship Airlines' Miami Maintenance Facility since September 1989. I have been employed as an Inspector by Flagship Airlines since that time.

3. On November 30, 1994, at approximately 4:40 p.m., I was upstairs in the Flagship Maintenance hanger in Miami stapling copies in the meeting/conference room. Dobson Collins was at the opposite end of the table from me and was sitting at looking through a file folder. I observed Mr. Collins going to the copying machine with a piece of paper and making a copy.

CASE NO.: 96-1104-CIV-GOLD

4. Noel Franz came out of the Base Manager's office and asked to see the piece of paper Mr. Collins had in his hand. Mr. Collins responded that it was personal notes. Mr. Franz then gave Mr. Collins a directive to let him see the piece of paper.

5. Mr. Collins stepped back about three steps and unfolded the paper and held it up. Mr. Franz asked to have the piece of paper, but Mr. Collins refused and folded up the piece of paper and put it in his left shirt pocket. Mr. Collins then proceeded to go downstairs. As Mr. Collins was leaving the room, Mr. Franz gave Mr. Collins a directive to come back and give him the piece of paper. Mr. Collins refused.

6. Approximately ten seconds after Mr. Collins left the room, Mr. Franz followed. As Mr. Franz started after Mr. Collins, the door to the stairway shut behind Mr. Collins and Mr. Franz did not reach the door until several seconds later.

7. About five minutes later, Mr. Franz and Mr. Collins came back upstairs to the meeting/conference room. Mr. Collins was not limping and he did not make any allegation that Mr. Franz had pushed him down the stairs. Mr. Franz asked Mr. Collins if he would like a shop steward and asked Jesus Sanchez to call the line for a shop steward. None was present, however. Mr. Franz then asked Mr. Collins if he wanted anyone else as a witness for what may happen if Mr. Collins did not comply with Mr. Franz's directive to hand over or show him the piece of paper so that he could tell what it was.

8. Mr. Collins took the piece of paper out of his shirt pocket, unfolded it, shook it back and forth, and said that he had shown it to Mr. Franz. Mr. Franz asked him to

CASE NO.: 96-1104-CIV-GOLD

show it to Mr. Franz so that he could read it. Mr. Collins unfolded the piece of paper and shook it in front of Mr. Franz again.

9. Mr. Franz again asked Mr. Collins to give him the piece of paper. Mr. Collins then took a piece of paper out of his right pants pocket and showed it to Mr. Franz. Mr. Franz responded that that was not the piece of paper he requested. Mr. Franz stated that he needed to make sure that it was not company paperwork or a copy of company paperwork that Mr. Collins had taken. Mr. Collins responded by saying that he would not give the paper to Mr. Franz because it was personal. Mr. Collins started to leave the room. Mr. Franz gave Mr. Collins a directive to come back and give him the piece of paper or Mr. Collins would be terminated. Mr. Collins did not return. Mr. Franz did not follow Mr. Collins.

10. At no time did I observe Mr. Franz screaming or shouting at Mr. Collins.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28<sup>TH</sup> day of MAY, 1998.

  
WILLIAM LANGRAN

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 96-1104-CIV-GOLD  
Magistrate Judge Stephen T. Brown

DOBSON COLLINS,

Plaintiff,

-vs-

FLAGSHIP AIRLINES, INC.,  
a Delaware corporation,

Defendant.

---

**DECLARATION OF JESUS SANCHEZ  
PURSUANT TO 28 U.S.C. § 1746**

I, Jesus Sanchez, a resident of Miami-Dade County, Florida, under penalty of perjury and from personal knowledge, make the following declaration.

1. I was employed as a mechanic by Flagship Airlines from February 1991 to February 1997.

2. On November 30, 1994, at approximately 4:45 p.m., I observed Mr. Dobson Collins coming down the stairs from the supervisor's office in Flagship's Miami Maintenance Facility hangar. When Mr. Collins got half way down the stairs, Mr. Noel Franz opened the door upstairs and told Mr. Collins to please come upstairs to his office.

3. Mr. Franz followed Mr. Collins down the stairs and kept repeating to him to please come up to his office. Mr. Collins refused to do so. Mr. Franz then told Mr. Collins



American *Eagle*

American Airlines

February 2, 1995

## FLAGSHIP EMPLOYEES

### Employee Harassment

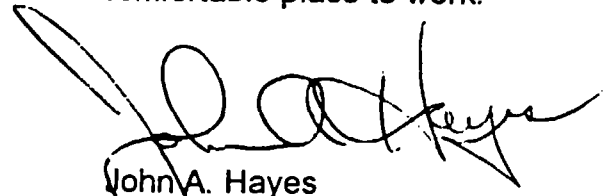
Recently, at various locations in our system, we have received reports of vandalism, graffiti, jokes, symbols, cartoons and other communications placed in various locations in our facilities. This is a persistent problem for us and for all property owners and employers in the United States. We are confronted with graffiti on our public buildings, parks, restrooms, and even in our national monuments.

Sometimes employees and vendors use this kind of outlet to poke fun at other people. However, I wish to remind all of you, no matter what the motive, jokes, signs, and cartoons or symbols that may be taken as hostile because of racial, sexual, religious, ethnic, or age, etc. orientation are forbidden under our Company policy.

We have had recent reports of hanging of "nooses", creation of photographs that poke fun at racial characteristics, sexual characteristics, etc. It has been virtually impossible, without your assistance, to identify the perpetrators in these cases.

Nevertheless, it is important that you understand explicitly from the highest level of the company, that we will not tolerate continuation of this conduct. To the extent that we are able to identify any person who has engaged in this kind of behavior, we will consider it grounds for immediate termination of employment.

Each of us brings our own cultural heritage, gender, racial history, etc. into the workplace, and our diversity can be our strength. I hope that you will work with us to enhance recognition of the worth of each employee and help us to build an ever improving airline that is also a comfortable place to work.



John A. Hayes  
President





**American Eagle**

AGREEMENT  
between

**FLAGSHIP AIRLINES**

and the  
Aircraft Mechanics, Inspectors, Ground Support Mechanics,  
Aircraft Cleaners and Stock Clerks

in the service of  
FLAGSHIP AIRLINES, INC.

as represented by

TRANSPORT WORKERS UNION  
OF AMERICA, AFL-CIO

Effective Date: March 6, 1993

P 00008

EXHIBIT

9

### ARTICLE 3

#### NONDISCRIMINATION

A. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, age, color, race, creed, disability or national origin.

B. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in the Union.

Union 2



TRANSPORT WORKERS UNION OF AMERICA  
AIR TRANSPORT DIVISION



LOCAL ADDRESS

STATEMENT OF GRIEVANCE

Name of Employee Dobson Collins Employee No. 128335  
Station MIA Shop or Section Flight Line Classification Technician  
Name of Immediate Supervisor Bob Johnson

EMPLOYEE'S STATEMENT OF GRIEVANCE:

Grievance Tracking Number: 001-12-11-94

On December 7, 1994 Dobson Collins was withheld from work without pay. This is a violation of Article I section D1. Dobson Collins is asking to be made whole in every way including full back pay and repayment of benefits lost.

RECEIVED

DEC 16 1994

MAINTENANCE  
FLAGSHIP AIRLINES

I authorize the Transport Workers Union of America as my representative to act for me in the disposition of this grievance.

Date 12-11-94 Signature of Employee D Collins

Signature of Union Officer Dwight M. F. O. P. Chairman MIA.  
Title

Date presented to Supervisor Certified Mail Station BNA.

This Statement of Grievance is to be made out in TRIPLICATE. All three are to be signed by the employee and the TWU officer handling the case. Forms No. 1 is to be given to the Supervisor. No. 2 and 3 are to be given to the Local.

