

- **EEOC v. Apria Healthcare Group, Inc.**
No. 04CV00443CAS (D. Mo. March 31, 2005)

In this ADA suit, the St. Louis District Office charged Apria Healthcare Group, Inc., a provider of home healthcare products and services, with discharging charging party due to her psychiatric disability (bipolar disorder, mixed, rapid cycling). Defendant hired charging party for a temporary position in its St. Louis office and a few months later, in September 2001, converted her to full-time and promoted her to quality assurance coordinator. In late 2001 and early 2002, charging party missed some work because of problems with her medication. On January 9, 2002, charging party's supervisor spoke to her about the absences, and charging party told her she would need an accommodation under the ADA and agreed to obtain a written request from her doctor. The following day, charging party was acutely depressed and suicidal and left the office to go to the hospital. Thereupon her doctor requested a several-week leave of absence. On January 24, 2002, charging party brought her supervisor a release from her psychiatrist. Charging party phoned the supervisor daily, but was not permitted to return to work until February 8. The following week charging party left work early to see her doctor because of her illness (in the release letter, the psychiatrist had explained that his client would need to meet with him once or twice a month as part of her accommodation). Although she called in sick the next day, defendant fired her for "job abandonment."

Under the 2-year consent decree resolving this case, charging party will receive \$60,000 in monetary relief (\$5,000 in backpay and \$55,000 in nonpecuniary compensatory damages). The decree prohibits defendant from engaging in employment practices that violate the ADA or that are retaliatory. Defendant will send charging party an apology letter and a reference letter, both signed by her former supervisor in her current position of Region Infusion Manager. The first will include the statement "Apria . . . regrets the circumstances under which your employment with the Company ended." The second will state in pertinent part, "Her performance was very good and, as a result, we hired her as a regular full-time employee . . . in the position of Quality Assurance Coordinator. . . [She] performed her assignments well."