The U.S. Equal Employment Opportunity Commission

EEOC Litigation Settlements
November 2004

- **EEOC v. Ryder Integrated Logistics**
  No. 04-195 (JJF) (D. Del. November 4, 2004)

  The Philadelphia District Office alleged in this Title VII action that defendant subjected female employees to a sexually hostile work environment created by the offensive sexual comments and sexual advances and solicitations of a male supervisor. Defendant, a subsidiary of Ryder Truck Rentals, Inc., provides logistic, warehousing, and transportation services worldwide. The discriminatory conduct occurred at defendant's New Castle, Delaware facility, which provided warehousing and distribution services for a General Motors plant, but is now closed. The case was resolved through an 18-month consent decree providing $510,000 to six claimants and extensive affirmative relief applicable at the New Castle facility if it reopens, or alternatively at defendant's Newark, Delaware facility.

- **EEOC v. Raytheon Technical Services**
  No. CV 02-00735 (D. Haw. November 5, 2004)

  The San Francisco District Office filed this Title VII case against Raytheon Technical Services, a Raytheon Company subsidiary that performs a variety of civilian base operations support services under a contract with the U.S. Air Force on Johnson Atoll, some 700 miles southwest of Honolulu. The Commission alleged that defendant failed to hire charging party as a painter when it became the new contractor at the military base because of his race, black. Charging party had worked as a painter for 2 years for Kalama Services, the prior contractor at the base. He had over 20 years of experience as a painter and was certified by the Navy and the Department of Labor as a journeyman painter. Defendant hired five painters, all of whom were Asian/Pacific Islanders, and claimed that it based its decisions upon skill and ability as well as prior experience with defendant. Three of the selectees had previously worked for defendant (in the 1990s), but the remaining two hires like charging party had not worked for Raytheon in the past but had been employed as painters by Kalama at the time that defendant won the new contract. These two selectees had less painting experience than charging party. The parties resolved the case through a consent decree providing $165,000 to charging party.

- **EEOC v. Idaho Power Co.**
  No. 02-0409 (D. Idaho November 24, 2004)

  The Seattle District Office filed this Title VII and ADEA case alleging that defendant, a power company providing services throughout Idaho, failed to hire charging party for a meter specialist position because of his national origin, Hispanic and Native American, and his age, 57. Charging party intervened and raised additional claims arising out of the same facts, including an allegation of discrimination under the ADA. The charging party applied for electrical meter specialist I and II positions within several of defendant's geographic areas. Defendant's corporate headquarters in Boise, Idaho facilitated the application process. The nine individuals selected for the positions were white men between 21 and 33 years old. Only two of the selectees had any significant electrical meter experience, and none could match charging party's 23 years of meter reading and customer service experience obtained working for Pacific Gas & Electric Company in California and Idaho. The parties resolved the case through a 2-year consent decree providing $175,000 to charging party. The decree prohibits defendant from discriminating against applicants or employees on the basis of national origin, age, or disability.

- **EEOC v. Tucker Plumbing, Inc.**
  No. 03 1903 PHX (D. Ariz. November 30, 2004)

  The Phoenix District Office filed this ADA case alleging that defendant, which provides plumbing installation services for new residential construction, failed to provide the charging party with a reasonable accommodation for his disability and ultimately terminated his employment based on his disability. Charging party worked for defendant for 16 years, as a plumber for the first 3 years, and as a plumbing supervisor for 13. In September 2001, due to complications from his diabetes, charging

party's leg was amputated below the knee. After another surgery, a convalescence, and obtaining a prosthesis, charging party asked to return to work effective April 1, 2002. He was able to perform the essential functions of the job, which in addition to administrative work required walking portions of the site to check that the plumbing work was done correctly prior to having an official inspection. Defendant had filled charging party's position 12 weeks after his initial surgery, but withheld this information in several discussions with charging party. Defendant formally terminated charging party on April 1, 2002.

The parties resolved the case through a 3-year consent decree which provides that defendant will pay charging party $112,500 in compensatory damages. The decree enjoins defendant from discriminating against employees based on disability or retaliating against them. The decree also contains extensive affirmative relief, including a requirement that defendant retain a trainer, approved by EEOC, to provide all managers, officers, and directors with annual training on disability discrimination and retaliation. At the training, defendant's president will speak about the importance of preventing disability discrimination, the legal consequences faced by companies that tolerate such misconduct, and evaluating managers based on their enforcement of company disability discrimination policies. Should defendant fail to comply with any provision of the decree, a penalty of $50 per day will accrue until defendant is again in compliance, and defendant will pay all attorney's fees and costs incurred by EEOC to enforce the decree.

- **EEOC v. Produce, Inc., and Six L's Packing Co.**
  No. 2:03-cv-570-FtM-29DNF (M.D. Fla. November 30, 2004)

  The Miami District Office filed this Title VII action alleging that defendants, national produce companies, subjected three female employees at its Immokalee, Florida vegetable grading and packing facility to a sexually hostile work environment through the offensive verbal and physical conduct of two supervisors. The complaint also alleged that one of the employees was discharged in retaliation for rejecting the sexual advances of her supervisor. Defendants' sexual harassment policy was written only in English even though its workforce was comprised largely of immigrants of Haitian or Hispanic descent who read little or no English; defendants circulated other workplace rules and regulations in Creole, Spanish, and English. The suit was resolved through a 3-year consent decree providing the three claimants with a total of $206,000 in monetary relief and the discharged claimant with a positive letter of reference. The decree enjoins defendants from adversely affecting the terms and conditions of any individual's employment because of sex and prohibits retaliation. The decree requires distribution at defendants' Florida locations of a harassment and retaliation policy (attached to the decree) and annual reporting on sexual harassment and retaliation complaints at the Florida locations.

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