

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	John W. Darrah	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 812	DATE	4/14/2004
CASE TITLE	EEOC vs. United Air Lines, Inc.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 - FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] Joint motion for entry of consent decree is granted. Enter Consent Decree.
- (11) [For further detail see order (on reverse side of/attached to) the original minute order.]

	No notices required, advised in open court.	U.S. DISTRICT COURT APR 14 2004 11:31 AM	number of notices	Document Number
	No notices required.		APR 15 2004 date docketed	11
	Notices mailed by judge's staff.		<i>GWA</i> docketing deputy initials	
	Notified counsel by telephone.		date mailed notice	
<input checked="" type="checkbox"/>	Docketing to mail notices.		mailing deputy initials	
	Mail AO 450 form.			
	Copy to judge/magistrate judge.			
MF	courtroom deputy's initials	Date/time received in central Clerk's Office		

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
UNITED AIR LINES, INC., d/b/a UNITED)
AIR LINES,)
)
Defendant)**

Case No. 03 C 0812

Judge Darrah

**DOCKETED
APR 15 2004**

CONSENT DECREE

THE LITIGATION

Plaintiff Equal Employment Opportunity Commission ("EEOC") filed this action alleging that Defendant United Airlines, Inc. ("United Airlines" or "Defendant") violated Title I of the Americans with Disabilities Act of 1990 (the "ADA"), 42 U.S.C. § 12101 *et seq.* The EEOC seeks relief for Joanne Plurad ("Ms. Plurad" or the "Charging Party"), who filed a charge of discrimination.

In the interest of resolving this matter, and as a result of comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves any and all issues and claims arising out of the Charge of Discrimination filed by Ms. Plurad (EEOC Charge No. 210A11064) and the Complaint filed by the EEOC in this action.

On December 9, 2002, United Airlines and several affiliated companies (UAL CORPORATION, et al.) (the "Debtors") filed petitions for relief pursuant to Chapter 11 of Title II of the United States Code (the "Bankruptcy Code"). These cases are being jointly

administered under Case No. 02-48191 through 02-48218 before the Honorable Judge Eugene R. Wedoff in the Bankruptcy Court in the Northern District of Illinois (the "Bankruptcy Case").

FINDINGS

Having carefully examined the terms and provisions of this Decree, and based on the pleadings, records and stipulations of the parties, the Court finds the following:

- A. This Court has jurisdiction of the subject matter of this action and of the parties.
- B. The terms of this Decree are adequate, fair and reasonable. The rights of the parties and the public interest are adequately protected by this Decree.
- C. This Decree conforms with the Federal Rules of Civil Procedure and the ADA and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the ADA and will be in the best interests of the parties, the Charging Party, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

DURATION OF DECREE AND RETENTION OF JURISDICTION

- 1. Unless otherwise noted, all provisions of this Decree shall be in effect (and the Court shall retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years from the date the Court enters the Decree (hereinafter the "effective date"), provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 12 below remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter) solely for the purpose of resolving all such disputes and the term shall terminate after all disputes have been resolved.

INJUNCTION AGAINST DISABILITY DISCRIMINATION

- 2. For a period of two (2) years following the effective date of this Decree, United Airlines and its officers, agents, management (including supervisory employees), successors,

assigns, and all persons acting in concert with them shall not: (i) discriminate against United Airlines employees/applicants for employment with the Chicago O'Hare Airport Operations Division on the basis of their disability related to multiple sclerosis or diabetes; or (ii) fail to make a reasonable accommodation for any qualified employee or qualified employee/applicant with the Chicago O'Hare Airport Operations Division, with a disability related to diabetes or multiple sclerosis, in violation of the ADA. Chicago O'Hare Airport Operations Division includes employees in Ramp Service, Cabin Service and Customer Service Representatives at the Chicago O'Hare facility.

United Airlines' obligations under this injunction are no greater than those required under the ADA or any other comparable state or local law, or ordinance prohibiting disability discrimination.

The EEOC's ability to seek a contempt order under this Paragraph shall be no greater than its statutory rights conferred by the ADA and/or Title VII, nor shall it relieve the EEOC of its statutory obligations under the enforcement provisions of the ADA or Title VII.

EFFECT OF DECREE

3. This Consent Decree shall not constitute an admission by any party as to the claims or defenses of another party.

SETTLEMENT OF CLAIMS

4. Ms. Plurad will be allowed a noncontingent, general, unsecured prepetition claim in the gross amount of \$200,000.00 on account of any damages arising out of this action (less applicable withholding for the employee's share of federal, state and local taxes and other applicable deductions as required by law). United Airlines will direct its official Notice and Claims Agent to docket a noncontingent, liquidated, undisputed, general unsecured prepetition claim in the amount of \$200,000.00 in favor of Ms. Plurad and to expunge Ms. Plurad's Proof of

Claim and the EEOC's Proof of Claim filed on Ms. Plurad's behalf (identified in the Bankruptcy Case as Claims No. 37501 and No. 37311), as well as any other Proof of Claims filed by Ms. Plurad or on Ms. Plurad's behalf. Ms. Plurad and the EEOC acknowledge that any distribution on account of such claim will be made only pursuant to a confirmed plan of reorganization in the Bankruptcy Case. Such claim shall not enjoy any type of statutory or administrative priority over any other general, unsecured, prepetition claim in the Bankruptcy Case.

5. The Debtors shall duly file a motion (the "9019 Motion") with the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 9019 for approval of this Consent Decree. In the absence of any objection filed and served within twenty (20) days after the filing of the 9019 Motion, the Debtors will submit a Certificate of No Objection so that the Bankruptcy Court may enter the order (the "9019 Order") approving the 9019 Motion. After the Bankruptcy Court enters the 9019 Order, the Debtors may execute and consummate the Consent Decree, and said Consent Decree will be binding on them and their estate without any further action by the Bankruptcy Court. If an objection is raised within the 20-day notice period and ultimately is resolved in the Debtors' favor, the Consent Decree will become effective upon entry of a court order denying the objection. If an objection is raised within the 20-day notice period and ultimately is resolved in favor of the objector, the Consent Decree shall be deemed to have been void *ab initio*.

EMPLOYMENT STATUS OF MS. PLURAD

6. United Airlines agrees to keep Ms. Plurad on Extended Illness Status until May 28, 2006 at which time she will be eligible to retire under Section 11.17.2 of the Collective Bargaining Agreement. Ms. Plurad agrees that she will retire at that time.

POSTING OF NOTICE

7. Within ten (10) business days after the effective date of this Decree, United Airlines shall post copies of the Notice attached as Exhibit B to this Decree on the bulletin boards at its Chicago O'Hare facility, which are usually used by United Airlines for communicating with United Airlines O'Hare Airport Operations employees. The Notice shall remain posted for two (2) years from the effective date of this Decree. United Airlines shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. United Airlines shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. United Airlines shall permit a representative of the EEOC to enter United Airlines' premises for purpose of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

8. For a period of two (2) years from the effective date of this Decree, United Airlines shall maintain all records concerning its implementation of this Consent Decree. United Airlines shall also maintain records of complaints of disability discrimination and failure to accommodate from employees or applicants for employment with Chicago O'Hare Airport Operations, made to Personnel Administrative Supervisors, Human Resources with responsibility for O'Hare Airport Operations, the Legal Department, United's toll-free Business Conduct Line, and to Corporate Diversity. The records shall include United Airlines' investigation of such complaints and any response or action taken as a result of the complaints.

REPORTING

9. United Airlines shall furnish to the EEOC the following written reports every six (6) months for a period of two (2) years following the effective date of the Decree. The first

report shall be due six (6) months after effective date of the Decree. Each such report shall contain:

- a. A summary of the information recorded by United Airlines pursuant to Paragraph 8;
- b. A certification by United Airlines that the Notice required to be posted pursuant to Paragraph 7 remained posted during the entire six (6) month period preceding the report;
- c. A certification that United Airlines' Chicago O'Hare Airport employees have received the training required pursuant to Paragraph 11, a list of the employee job classifications that have received such training, and the dates on which they received such training.

DISTRIBUTION OF POLICY
AGAINST DISABILITY DISCRIMINATION

10. United Airlines will redistribute its policy against disability discrimination, in the manner it normally distributes its personnel policies, within thirty (30) days of entry of this Decree. The policy shall, at a minimum:

- a. Specifically prohibit discrimination on the basis of disability against United Airlines employees and applicants for employment.
- b. Provide that employees are entitled to a reasonable accommodation of their qualifying disability in accordance with the terms of the ADA.
- c. Provide that complaints of disability discrimination will be investigated thoroughly and promptly.

d. Provide that United Airlines employees who violate the policy with respect to qualifying employees and applicants for employment are subject to discipline up to and including discharge.

TRAINING

11. All United Airlines supervisors and managers at the Chicago O'Hare facility working in Airport Operations, including Human Resources personnel, shall participate in a training session by a United in-house or outside attorney, or a trainer paid for by United Airlines regarding the requirements of the ADA. United Airlines shall submit to EEOC the materials used in, relied upon or distributed in the training session, forty-five (45) days prior to such training. EEOC will respond to United Airlines, in writing, within ten (10) days of receipt of the training materials. The training shall begin within sixty (60) days of effective date of this Decree and shall be completed within twelve (12) months of the effective date of this Decree. United Airlines' policy, as referenced in Paragraph 10, shall be distributed at the training session(s).

DISPUTE RESOLUTION

12. In the event that either party to this Decree believes, in good faith, that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

13. Each party to this Decree shall bear its own expenses and costs. The EEOC and United Airlines shall bear their own attorney's fees.

14. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of all parties.

15. When this Consent Decree requires the submission by United Airlines of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: United Airlines ADA I Settlement, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Decree requires submission by the EEOC of materials to United Airlines, they shall be mailed to: Vania Montero Wit, United Airlines, WHQLD, 1200 East Algonquin Road, Elk Grove Village, Illinois 60007.

16. In the event of a catastrophic event, United Airlines may petition the Court for relief from or suspension of the Consent Decree.

ENTERED AND APPROVED FOR:

**Equal Employment Opportunity
Commission**

United Airlines, Inc.

ERIC S. DREIBAND
General Counsel

Marie A. Durr

JAMES LEE
Deputy General Counsel

EQUAL EMPLOYMENT
OPPORTUNITY
COMMISSION

1801 L Street, N.W.
Washington, D.C. 20507

John C. Hendrickson
Regional Attorney

Diane Smason
Diane Smason
Supervisory Trial Attorney

Pamela S. Moore-Gibbs
Pamela S. Moore-Gibbs
Trial Attorney

Equal Employment Opportunity
Commission
Chicago District Office
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 886-9120

Date: April 14, 2004

ENTER: John W. Darrah
Honorable John W. Darrah
United States District Judge

EXHIBIT B

NOTICE TO ALL UNITED AIRLINES EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. United Airlines, Inc., Case No. 03 C 0812, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against United Airlines. In its suit, the EEOC alleged that United Airlines discriminated against an employee on the basis of her disability.

To resolve the case, United Airlines and the EEOC have entered into a Consent Decree which provides, among other things, that: 1) United Airlines will provide a claim for monetary damages to the United Airlines employee; 2) United Airlines will not discriminate against any employee on the basis of disability which is the result of either diabetes or multiple sclerosis; or fail to make a reasonable accommodation for any qualified employee or qualified applicant in O'Hare Airport Operations with a disability, which is the result of either diabetes or multiple sclerosis, in violation of the ADA; and 3) United Airlines will comply with various reporting and record keeping requirements for two (2) years.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may follow the complaint procedure in United Airlines' non-discrimination and anti-harassment policy and you may contact the EEOC at (312) 353-2713. The EEOC charges no fees and has a TTD number.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

**This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to:
United Airlines Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.**

4-14-04
Date


Judge John W. Darrah