

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	Civil Action No.
10 S. Howard Street, 3 rd Floor)	
Baltimore, MD 21201)	<u>COMPLAINT</u>
)	
Plaintiff,)	JURY TRIAL DEMAND
)	
v.)	
)	
LOCKHEED MARTIN CORPORATION)	
6801 Rockledge Dr.)	
Bethesda, MD 20817)	
)	
and)	
)	
TELENOR SATELLITE SERVICES, INC.)	
1101 Wooton Parkway)	
Rockville, MD 20852)	
)	
Defendants.)	

NATURE OF THE ACTION

This is an action under the Age Discrimination in Employment Act (“the ADEA”), the Equal Pay Act of 1963 (“the EPA”), Section 15(a)(3) of the Fair Labor Standards Act (“the FLSA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of retaliation and to provide relief to Denise Lawson Isaac. The U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”) alleges that Defendant Lockheed Martin Corporation, through its now-defunct subsidiary Lockheed Martin Global Telecommunications, Inc., (“LMGT”) retaliated against Ms. Isaac by conditioning her receipt of severance benefits upon her withdrawal of a charge filed with the

Commission.

This is also an action under the ADEA to correct unlawful employment practices on the basis of age and to provide appropriate relief to Jeffrey Kurland and to individuals similarly situated to him. The Commission alleges that Defendant Lockheed Martin Corporation, through its now-defunct subsidiary LMGT, terminated Mr. Kurland and other employees in the LMGT COMSAT Mobile Communications Division because of their age in approximately October 2000. In January 2002, Defendant Telenor Satellite Services, Inc., acquired Defendant Lockheed Martin Corporation's LMGT COMSAT Mobile Communications Division.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to:
 - a. Section 17 of the Fair Labor Standards Act of 1938 (the "FLSA"), as amended, 29 U.S.C. Section 217, to enforce the requirements of the Equal Pay Act of 1963 (the "EPA"), codified as Section 15 of the FLSA, 29 U.S.C. §215;
 - b. Sections 704(a), 706(f)(1) and (3), and 707(a) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e-3(a), 2000e-5(f)(1) and (3), and 2000e-6(a) ("Title VII"); and
 - c. Sections 4(d) and 7(b) of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sections 623(d) and 626(b) (the "ADEA"), which incorporates by reference Sections 16(c) and 17 of the FLSA, as amended, 29 U.S.C. Sections 216(c) and 217.
2. The employment practices alleged to be unlawful were and are now being committed within the jurisdiction of the United States District Court for the District of Maryland, Southern Division.

PARTIES

3. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission" or "EEOC"), is the agency of the United States of America charged with the administration, interpretation and enforcement of, *inter alia*, the EPA, Title VII, and the ADEA.

4. At all relevant times, Defendant Lockheed Martin Corporation has continuously been a Delaware corporation, doing business in the State of Maryland and the City of Bethesda, and has continuously had at least 15 employees.

5. At all relevant times, Defendant Lockheed Martin Corporation has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

6. At all relevant times, Defendant Lockheed Martin Corporation has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 11(b), (g) and (h) of the ADEA, 29 U.S.C. §§ 630 (b), (g) and (h).

7. At all relevant times, Defendant Lockheed Martin Corporation has acted directly or indirectly as an employer in relation to employees and has continuously been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

8. At all relevant times, Defendant Lockheed Martin Corporation has continuously employed employees engaged in commerce or in the production of goods for commerce within the meaning of Sections 3(b), (i) and (j) of the FLSA, 29 U.S.C. §§ 203(b), (i) and (j) or has continuously been an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Sections 3(r) and (s) of the

FLSA, 29 U.S.C. §§ 203(r) and (s), in that said enterprise has continuously been an enterprise whose annual gross volume of sales made or business done is not less than \$500,000.

9. At all relevant times, Defendant Telenor Satellite Services, Inc., has continuously been a Delaware corporation, doing business in the State of Maryland and the City of Rockville, and has continuously had at least 20 employees.

10. At all relevant times, Defendant Telenor Satellite Services, Inc., has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 11(b), (g) and (h) of the ADEA, 29 U.S.C. §§ 630 (b), (g) and (h).

**STATEMENT OF TITLE VII RETALIATION CLAIM AGAINST DEFENDANT
LOCKHEED MARTIN CORPORATION**

11. More than thirty days prior to the institution of this lawsuit, Denise Lawson Isaac filed a charge with the Commission alleging violations of Title VII by Defendant Lockheed Martin Corporation's LMGT subsidiary. All conditions precedent to the institution of this lawsuit have been fulfilled.

12. Since at least August 1, 2000, Defendant Lockheed Martin Corporation, through its LMGT subsidiary, has engaged in continuing unlawful employment practices in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a). These practices include retaliating against Denise Lawson Isaac by denying her severance benefits because she filed a charge with the EEOC.

13. The effect of the continuing practices complained of in paragraph 12, above, has been to deprive Ms. Isaac of equal employment opportunities and otherwise adversely affect her employee status because of her right to engage in protected

activity.

14. The unlawful employment practices complained of in paragraph 12, above, were intentional.

15. The unlawful employment practices complained of in paragraph 12 above were done with malice or reckless indifference to the federally protected rights of Ms. Isaac.

**STATEMENT OF FLSA (EPA) RETALIATION CLAIM AGAINST DEFENDANT
LOCKHEED MARTIN CORPORATION**

16. Since at least August 3, 2000, Defendant Lockheed Martin Corporation, through its LMGT subsidiary, has engaged in unlawful employment practices in violation of Section 15(a)(3) of the FLSA, 29 U.S.C. §215(a)(3). The practices include retaliating against Denise Lawson Isaac, by denying her severance benefits because she filed a charge with the EEOC.

17. As a result of the practices complained in paragraph 16 above, Defendant Lockheed Martin Corporation has unlawfully withheld payment of severance benefits to Denise Lawson Isaac.

18. The unlawful employment practices complained above in paragraph 16 were willful.

**STATEMENT OF ADEA RETALIATION CLAIM AGAINST DEFENDANT LOCKHEED
MARTIN CORPORATION**

19. Since at least August 3, 2000, Defendant Lockheed Martin Corporation, through its LMGT subsidiary, has engaged in unlawful employment practices in violation of Section 4(d) of the ADEA, as amended, 29 U.S.C. § 623(d). The practices include

retaliating against Denise Lawson Isaac by denying her severance benefits because she filed a charge with the EEOC.

20. The effect of the continuing practices complained of in paragraph 19, above, has been to deprive Ms. Isaac of equal employment opportunities and otherwise adversely affect her employee status because of her right to engage in protected activity.

21. The unlawful employment practices complained of in paragraph 19, above, were willful within the meaning of Section 7(b) of the ADEA, 29 U.S.C. § 626(b).

STATEMENT OF CLAIMS AGAINST DEFENDANTS LOCKHEED MARTIN CORPORATION AND SUCCESSOR DEFENDANT TELENOR SATELLITE SERVICES, INC., FOR DISCHARGE IN VIOLATION OF THE ADEA

22. Since at least August 1, 2000, Defendant Lockheed Martin Corporation, through the COMSAT Mobile Communications Division of its LMGT subsidiary, has engaged in unlawful employment practices in violation of section 4(a) of the ADEA, 29 U.S.C. § 623 (a)(1). The practices include discharging Jeffrey Kurland, then age 53, and similarly situated individuals in the COMSAT Mobile Communications Division, identified in Appendix A, because of age.

23. The effect of the practices complained of in paragraph 22 above has been to deprive Jeffrey Kurland and similarly situated individuals formerly employed in the COMSAT Mobile Communications Division of equal employment opportunities and otherwise adversely affect their status as employees because of age.

24. The unlawful employment practices complained of in paragraph 22 above were willful.

25. In approximately January 2002, Defendant Telenor Satellite Services, Inc., purchased the COMSAT Mobile Communications Division of Lockheed Martin Corporation's LMGT subsidiary.

26. Since approximately January 2002, Defendant Telenor Satellite Services, Inc., has continued the operations of the COMSAT Mobile Communications Division of Lockheed Martin Corporation's LMGT subsidiary using substantially the same work force, and producing substantially the same products, as its predecessor.

PRAYER FOR RELIEF

Wherefore, the Commission requests that this Court:

A. Grant a permanent injunction enjoining the Defendant Lockheed Martin Corporation, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in retaliation and any other employment practice which discriminates against an employee for exercising the right to file a charge with the EEOC;

B. Order Defendant Lockheed Martin Corporation to institute and carry out policies, practices and programs which protect from retaliation those employees who wish to file charges with the EEOC or participate in an EEOC investigation or proceeding, and which eradicate the effects of past and present unlawful employment practices;

C. Order Defendant Lockheed Martin Corporation to make whole Denise Lawson Isaac by providing all withheld severance pay, in amounts to be determined at trial, as amounts owing as back wages with prejudgment interest, and an equal amount in liquidated damages;

D. Order Defendant Lockheed Martin Corporation to make whole Denise Lawson Isaac by providing compensation for pecuniary and nonpecuniary losses, including emotional pain, suffering, anxiety, depression, embarrassment, degradation, and humiliation;

E. Order Defendant Lockheed Martin Corporation to pay to Denise Lawson Isaac punitive damages for its callous indifference to her federally protected right to be free from retaliation;

F. Grant a permanent injunction enjoining Defendants, their officers, successors, assigns, and all persons in active concert or participation with them, from engaging in any employment practice which discriminates on the basis of age against individuals 40 years of age and older;

G. Order Defendants to institute and carry out policies, practices, and programs which provide equal employment opportunities for individuals 40 years of age and older, and which eradicate the effects of past and present unlawful employment practices;

H. Grant a judgment requiring Defendants to pay appropriate back wages in an amount to be determined at trial, an equal sum as liquidated damages, and prejudgment interest to the persons identified in Attachment A;

I. Order Defendants to make whole all individuals identified in Attachment A by providing the appropriate relief necessary to eradicate the effects of the unlawful terminations complained of above, including but not limited to payment of damages for job-search expenses; payment of damages for emotional distress, inconvenience, and humiliation; and rightful place reinstatement and/or front pay;

J. Grant such further relief as this Court deems necessary and proper in the public interest;

K. Award the Commission its costs of this action.

Respectfully submitted,

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

_____/s/_____
GERALD S. KIEL
Regional Attorney
(signed by Maria Morocco with
permission of Gerald Kiel)

_____/s/_____
DEBRA M. LAWRENCE
Supervisory Trial Attorney
(signed by Maria Morocco with
permission of Debra Lawrence)

_____/s/_____
MARIA SALACUSE
Trial Attorney
(signed by Maria Morocco with
permission of Maria Salacuse)

_____/s/_____
MARIA LUISA MOROCCO
Trial Attorney
Bar No. 24357

U.S. EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Baltimore District Office
10 S. Howard Street
3rd Floor
Baltimore, MD 21201
phone: (410) 962-4260
fax: (410) 962-4270