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## **Mercury Air Centers to Pay \$600,000 for National Origin, Race and Sex Harassment in EEOC Suit**

Aircraft services provider Mercury Air Centers, Inc., will pay \$600,000 and furnish other relief to settle a national origin, race and sex harassment lawsuit brought by the U.S. Equal Employment Opportunity Commission (EEOC), the agency announced recently.

The EEOC originally filed suit against Mercury Air Centers in September 2008 in the U.S. District Court for the Central District of California, alleging that the harassment violated Title VII of the Civil Rights Act of 1964. Since the filing of the lawsuit, Mercury Air Centers was sold and became a part of Atlantic Services, Inc. Atlantic Services then worked with the EEOC in an effort to resolve the lawsuit.

According to the EEOC, the seven victims – including one Filipino male and six Hispanic males – endured a barrage of harassing comments on the part of a Salvadoran male co-worker at the Bob Hope Airport facility in Burbank, Calif., since at least 2004. The EEOC claims that a Filipino line technician was regularly referred to as a “chink,” “chino,” and “stupid Chinese,” and subjected to offensive statements about Filipinos. The alleged harasser derided the Guatemalan victims with derogatory remarks regarding their national origin, including references to them as “stupid Guatemaltecos” and stating that Guatemalans are useless and inferior to Salvadorans. Prior to learning the actual national origin of one of the Guatemalan victims, the alleged harasser also called him a “stupid Mexican.”

The EEOC contends that the alleged harasser also repeatedly hurled offensive racial and sexual remarks toward the claimants and at least two African-American employees, which included usage of the N-word and requests for sexual favors. The alleged harasser grabbed his genitals in their presence and engaged in unwanted sexual touching. Despite complaints regarding his inappropriate behavior, Mercury Air Centers’ management officials failed to fully investigate or address the alleged harassment, says the EEOC. In fact, the alleged harasser was instead promoted to a supervisory position.

The settlement includes total monetary relief of \$600,000 to be paid to least seven employees along with a group of unidentified class members. The company also agreed to a two-year consent decree that calls for the appointment of an equal employment opportunity (EEO) officer to ensure compliance with anti-discrimination laws, along with an anti-discrimination policy, training, procedures, and reporting requirements to the EEOC.

*The Focus*

## **AT&T to Pay \$60,000 to Settle EEOC Disability Discrimination Suit**

AT&T Services, Inc. (AT&T), a major telephone company, will pay a former employee \$60,000 to settle a disability discrimination lawsuit brought by the U.S. Equal Employment Opportunity Commission (EEOC).

The EEOC's lawsuit charged that AT&T violated the Americans With Disabilities Act (ADA) by failing to hire an applicant as a cable splicer technician in Austin only because of his "insulin use" for type 2 diabetes. The applicant indisputably had the necessary experience and expertise to perform the job, the EEOC said, and had previously safely performed a similar job for AT&T for many years after he was diagnosed with diabetes.

Refusing to hire a qualified individual because of his or her disability, record of disability, or because the employer perceives a person as being disabled, violates the ADA. The EEOC filed suit after the EEOC's San Antonio Field Office determined that AT&T had violated the ADA and after it tried to reach a pre-litigation settlement through the Commission's conciliation process.

As part of the agreed consent decree resolving the suit, AT&T will pay \$60,000 to its former employee. AT&T also agreed to comply with the provisions of the ADA and to provide training regarding the ADA to all staffing managers at AT&T's non-management staffing office located in San Antonio. AT&T further agreed to have these staffing managers review AT&T's equal employment opportunity policies which prohibit discrimination on the basis of disability and to acknowledge, in writing, that insulin treatment for diabetes, in and of itself, does not automatically disqualify an individual from employment.