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EEOC v. Swissport Fueling

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EEOC v. Swissport Fueling

Keywords

EEOC, Equal Employment Opportunity Commission, Swissport Fueling, 2:10-cv-02101-GMS, Transportation, Race, African American, Black, Hostile Work Environment, Retaliation, Constructive Discharge

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Equal Employment Opportunity
Commission,

Plaintiff,

vs.

Swissport Fueling, Inc.,

Defendant.

Case No.: 2:10-cv-02101-GMS

CONSENT DECREE

IT IS ORDERED granting the parties’ Joint Motion to Enter Consent Decree (Doc. 531).

I. RECITALS

1. This matter was instituted by Plaintiff, Equal Employment Opportunity Commission (“Commission” or “Plaintiff” or “EEOC”), an agency of the United States government, alleging that Defendant, Swissport Fueling, Inc., (“Swissport” or “the Company”) subjected certain African employees to a racially hostile work environment and retaliated against employees and former employees who opposed the harassment and/ or participated in proceedings, including but not limited to disciplining, discharging and/ or constructively discharging employees. At trial in March 2014, a jury found for

1 Swissport on all counts alleged by the EEOC on behalf of six of the fourteen remaining
2 claimants and the jury was hung on eight of the hostile work environment claims.

3 2. The parties desire to resolve the issues raised in this lawsuit to avoid the time,
4 expense and uncertainty of further contested litigation. The EEOC and Swissport
5 expressly acknowledge that this Consent Decree (“Decree”) is the compromise of
6 disputed claims, that Swissport denies all the claims, and that there has been no finding of
7 any liability on the part of Swissport.
8

9
10 3. The Parties to this Decree are the Plaintiff EEOC and the Defendant
11 Swissport.

12 4. The Parties, desiring to settle this action by an appropriate Decree, agree to
13 the jurisdiction of this Court over the Parties and the subject matter of this action, and
14 agree to the power of this Court to enter a Consent Decree enforceable against
15 Defendant.
16

17 5. As to the issues resolved, this Decree is final and binding upon the Parties
18 and their successors and assigns.
19

20 6. For the purpose of amicably resolving disputed claims, the Parties jointly
21 request this Court to adjudge as follows.
22

23 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

24 **II. JURISDICTION**

25 7. This Court has jurisdiction over the Parties and subject matter of this
26 action and the parties have waived the entry of findings of fact and conclusions of law.
27

28 **III. TERM AND SCOPE**

1 relief herein ordered, but shall cooperate in the implementation of this Decree.

2
3 **V. CLASS RELIEF**

4
5 12. Judgment is hereby entered in favor of the Commission and against
6 Defendant in the amount of \$250,000 (two hundred fifty thousand dollars) for monetary
7 relief on behalf of the Charging Parties and the class of aggrieved individuals identified
8 by EEOC as individuals entitled to relief pursuant to this Decree and referred to herein
9 as “Class Members.”
10

11 13. Defendant will not condition the receipt of individual relief upon Charging
12 Parties’ or the Class Members’ agreement to: (a) maintain as confidential the terms of
13 this Decree or the allegations of the case; (b) waive their statutory right to file a charge
14 in the future with any federal or state anti-discrimination agency for matters arising after
15 the date of the Consent Decree, or (c) promise not to reapply for a position at
16 Defendant’s Phoenix into-plane facility.
17
18

19 14. This Consent Decree resolves all claims of the Commission against
20 Defendant on behalf of Charging Parties, all Class Members, and any other individuals
21 for whom the EEOC has sought relief in this lawsuit, including claims for back pay,
22 front pay, compensatory and punitive damages, injunctive relief, interest, attorney’s fees
23 and costs arising out of the issues relating to this lawsuit or to any claims on file at the
24 time of the Consent Decree with the EEOC or other federal or state anti-discrimination
25 agency.
26
27

28 15. EEOC retains the sole discretion to determine allocations of monetary

1 relief to back pay in a gross amount, less statutory withholdings required by law and
2 compensatory damages and to determine each Charging Party and Class Member's
3 individual allocations according to the claims process described below:
4

5 15.1. Class Distribution List. After notice to the Charging Parties and
6 Class Members entitled to relief under this Decree and an opportunity for appeal (as
7 provided in ¶ 15.3 B. below), EEOC will provide Defendant, via email and US mail, a
8 Final Class Distribution List in the form of an Excel spreadsheet, containing the
9 following information for Charging Parties and each Class Member: name, mailing
10 address, total claim share amount allocated for back pay at a gross amount and for
11 compensatory damages.
12

13 15.2. Releases. In order to receive a settlement payment pursuant to this
14 Decree, the Charging Parties and Class Members must submit a W-9 and sign a Release
15 in the designated forms attached as Exhibit B, and return the signed Release to EEOC by
16 the acceptance/appeal deadline established by EEOC but no later than 45 days after
17 EEOC sends out the Release document, or if appealed, within ten (10) business days
18 after final resolution of the appeal by EEOC (as provided in ¶15.3 B. below). Charging
19 Parties and Class Members who fail to timely return the signed Release and W-9 may be
20 deemed to have rejected the settlement amount designated for their claims and will not
21 be entitled to receive any payment from the settlement fund.
22

23 15.3. Appeals Process. A Charging Party or Class Member may appeal
24 the EEOC's determination of claim share amount. Such appeals are limited to
25 challenging the EEOC's application of the criteria set forth in Paragraph 15.3 A. below.
26
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1 Charging Parties and Class Members may not challenge the Consent Decree or any of
2 the terms herein.

3 A. Criteria. EEOC will determine claim shares for Charging
4 Parties and Class Members based on the following criteria: (a) the
5 Charging Party's and Class Member's age or other vulnerability
6 factors at the time of the alleged discrimination and/or constructive
7 discharge; (b) the nature and extent to which the Charging Party or
8 Class Member was allegedly subjected to a hostile work
9 environment based on race, and/or national origin, and/or color; (c)
10 the severity of any alleged harassment to which the Charging Party
11 or Class Member was subjected; (d) the length of time the Charging
12 Party or Class Member worked in the allegedly hostile work
13 environment; (e) whether the Charging Party or Class Member
14 made efforts to complain about the allegedly racially hostile
15 conditions of employment; (f) whether the Charging Party or Class
16 Member was actually or allegedly constructively terminated; (g) the
17 nature and extent of alleged emotional injury to the Charging Party
18 or Class Member; (h) the specificity and verifiability of the
19 Charging Party or Class Member's allegations; (i) whether the
20 Charging Party or Class Member was allegedly retaliated against
21 by Defendant for opposing the harassment; and (j) the extent to
22 which the Charging Party or Class Member participated in and
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1 contributed to the EEOC's litigation effort.

2
3 B. Written Appeal to EEOC. A Charging Party or Class
4 Member may appeal by delivering to EEOC's Regional Attorney
5 Mary Jo O'Neill c/o Equal Employment Opportunity Commission,
6 Phoenix District Office, 3300 N. Central Ave. Suite 690, Phoenix,
7 Arizona 85012 or by Facsimile to (602) 640-5009, a written
8 explanation of the basis for the appeal within the time period
9 specified by the EEOC in the Notice(s) of Settlement provided to
10 class members after entry of this Decree.

11
12
13
14 C. Informal Resolution Process. EEOC will consider and
15 attempt to resolve each appeal and may undertake any additional
16 investigation it deems necessary to resolution without involving
17 Swissport. If EEOC is able to resolve an appeal, EEOC will
18 provide the appealing Charging Party or Class Member with a
19 revised Release, if necessary, (Exhibit B), and the Charging Party
20 or Class Member will have twenty (20) business days to return a
21 signed Release. The informal resolution process provided in this
22 Paragraph 15.3.C will not continue for longer than ninety (90) days
23 after entry of this Consent Decree. If there are no unresolved
24 appeals, EEOC will provide Defendant with a Final Class
25 Distribution List (as set forth in Para. 15.1 A. above), and will file a
26
27
28

1 Notice that EEOC has provided Defendant a Final Class
2 Distribution List.

3 15.4. Final Distribution of Class Settlement Fund. Within thirty (30)
4 business days after receiving EEOC's Final Class Distribution List, Defendant will send
5 payments as set out in the Final Class Distribution List in the amounts specified for back
6 pay less statutory withholdings and non-wage payments, and to the addresses specified
7 in the EEOC's Final Class Distribution List.
8

9
10 15.5. Tax Forms. Defendant shall issue an IRS Form W-2 in the normal
11 course of business for amounts designated as back pay and a form 1099 to each
12 Charging Party and Class Member for their settlement amounts designated as
13 compensatory damages, and mail the form(s) to the Class Member at the address
14 provided by EEOC on the Final Class Distribution List, unless otherwise timely notified
15 by EEOC of a Class Member address change.
16

17
18 15.6. Administrative Costs. Defendant shall pay all of its administrative
19 costs for the process of distributing the settlement fund to the Charging Parties and Class
20 Members under this Consent Decree, including, but not limited to, postage, supplies,
21 clerical services, accounting services, and tax return preparation incurred by Defendant
22 in performing its duties under this Consent Decree.
23

24 16. Copies of Checks to EEOC or verification of payment through electronic
25 means. Within ten (10) business days after payments are mailed to payees or direct
26 deposited for current employees with regard to the back wages, Defendant shall submit
27 to EEOC a copy of the checks issued or confirmation documentation of electronic
28

1 payment by direct deposit to the attention of Regional Attorney, Equal Employment
2 Opportunity Commission, Phoenix District Office, 3300 N. Central Ave., Suite 690,
3 Phoenix, Arizona 85012.

4
5 17. Non-negotiated Checks. In the event that any checks issued pursuant to
6 the distribution process according to the Final Class Distribution List are not
7 cashed/negotiated within 180 days of issuance of the check(s), the Defendant shall
8 provide EEOC notice by 240 days of issuance of the checks of any check(s) that were
9 not cashed. EEOC shall have 60 days from the date of such notice to determine why the
10 check(s) were not cashed and to provide Defendant with an alternate mailing address to
11 send the check(s).
12

13 **VI. OTHER INDIVIDUAL RELIEF**

14
15 18. For active Swissport employees working at the into-plane facility,
16 Defendant shall expunge from Charging Parties' and Class Members' personnel files
17 specific personnel file documents identified by the EEOC that relate to references to the
18 allegations of discrimination filed against Defendant that formed the basis of this action
19 and any and all references to Charging Parties' and Class Members' participation in this
20 action.
21
22

23 **VII. EQUITABLE RELIEF**

24 A. Injunctive Relief.

25
26 19. Defendant, its officers, and agents, are to comply with the law and not
27 engage in any discriminatory employment practices which discriminate on the basis of
28 race, and/ or national origin, and/ or color and/ or harassment based on race, and/ or

1 national origin, and/ or color.

2 20. Defendant, its officers, and agents, are to comply with the law and must
3 not engage in reprisal or retaliation of any kind against any person because of such
4 person's opposition to any practice made unlawful under Title VII of the Civil Rights
5 Act of 1964, as amended. Defendant shall not retaliate against a person because such
6 person brings an internal complaint of discrimination with the Defendant; because such
7 person files or causes to be filed a charge of discrimination with the Commission or any
8 other agency charged with the investigation of employment discrimination complaints,
9 or whose statements serve as the basis of a charge; or because such person testifies or
10 participates in the investigation or prosecution of an alleged violation of these statutes.

11 Defendant shall not retaliate in any manner against individuals who testified as
12 witnesses in this action or who the EEOC identifies as having assisted in the
13 investigation giving rise to this action.

14 B. EEO Policy Review, Distribution, and Implementation.

15 21. Within ninety (90) days of the entry of this Decree, Defendant shall review
16 its existing EEO policies at the Phoenix into-plane facility and revise, if necessary, to
17 conform with the law.

18 22. The written EEO policies must include at a minimum:

19 22.1. A strong and clear commitment to preventing unlawful race and
20 national origin discrimination, harassment based on race, national origin and/or color
21 and retaliation;

22 22.2. A statement that discrimination based on race, national origin
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1 and/or color and/ or harassment based on race, national origin and/or color and/ or
2 retaliation is prohibited and will not be tolerated;

3 22.3. A clear and strong statement encouraging persons who believe they
4 have been discriminated or retaliated against to report such concerns;

5 22.4. The identification of specific positions, with telephone numbers, to
6 whom employees can report their concerns about discrimination, harassment, or
7 retaliation;

8 22.5. A clear explanation of the steps an employee may take to report
9 discrimination or retaliation, which must include the options of either an oral or written
10 complaint;

11 22.6. An assurance that Defendant will investigate any allegations of
12 unlawful discrimination and that such investigation will be conducted promptly;

13 22.7. An assurance that appropriate corrective action will be taken by
14 Defendant in the event a violation is found to have occurred;

15 22.8. A statement that appropriate action will be taken up to and
16 including termination in the event of a violation;

17 22.9. Assurance that supervisors will make reasonable efforts to maintain
18 confidentiality for persons who make reports or participate in investigations to the extent
19 possible; and

20 22.10. An assurance of non-retaliation for persons who report unlawful
21 discrimination, harassment, and/or retaliation, and for witnesses who provide testimony
22 or assistance in the investigation(s) of such unlawful discrimination, harassment, and/or
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1 retaliation.

2 Within thirty (30) days after completion of the policy review required under
3 Paragraphs 21 and 21 above, the written EEO policies shall be posted in a prominent
4 location frequented by employees at the Phoenix into-plane facility and distributed in
5 writing or by email, at the Defendant's sole election. The written EEO policies shall be
6 distributed to all new Phoenix employees within 24 hours of when the new employee
7 begins work.
8

9
10 23. Defendant shall maintain a twenty-four-hour hotline for reporting
11 complaints, to include discrimination, and Corporate Human Resources will receive,
12 document, and direct the investigation of complaints received. Defendant shall ensure
13 that all telephone calls to the hotline from the Phoenix into-plane facility shall be
14 returned within twenty-four business hours and promptly investigated.
15

16 24. Defendant shall not retain documents related to the investigation at the
17 Phoenix into-plane facility in any of the complainant's personnel files. These
18 documents, instead, must be retained in a separate secure location. All disciplinary
19 actions taken against employees for violation of EEOC Policy will be retained in the
20 employee's personnel file.
21

22
23 E. Training.

24 25. For the term of this Consent Decree, Defendant shall provide EEO training
25 for all its Phoenix into-plane facility employees by qualified and competent trainer(s).
26 Under this provision, employees will be trained at a minimum in the following areas: (a)
27 the Defendant's policy and procedures for reporting alleged discrimination; (b)
28

1 understanding the kind of conduct which may constitute unlawful discrimination or
2 harassment; (c) the penalties of engaging in discriminatory behavior; and (d)
3 Defendant's non-retaliation policy. All training under this Paragraph 25 shall be at
4 Defendant's selection and expense. Training may be by live presentation, online
5 interactive training, or computer training and/or pre-recorded training, or any
6 combination of the foregoing and must be provided by qualified and competent outside
7 vendors. The training will be conducted as follows:
8

9
10 a. Non-managerial Employees: Defendant will provide non-
11 managerial employees at the Phoenix into-plane facility at least one hour of
12 annual training on harassment based on race, national origin and/or color and
13 retaliation, and EEO policy. Attendance will be mandatory for every employee on
14 the days of such training.
15

16 b. Managerial and Supervisory Employees: Defendant will require all
17 individuals who work in a managerial or supervisory capacity to receive at least
18 two hours of training annually regarding Title VII and other federal anti-
19 discrimination laws. The training must directly address harassment based on
20 race, national origin and/ or color and retaliation discrimination, and the proper
21 methods of receiving, communicating, (where applicable), and addressing
22 discrimination. Defendant will require employees who are newly hired or recently
23 promoted into a managerial or supervisory position to complete anti-
24 discrimination training within 3 months of hiring or 6 months of the promotion.
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28 c. Human Resource Employees: Defendant will require all

1 supervisors and managers who work in a human resource capacity in Phoenix to
2 receive at least two (2) hours of training annually regarding Title VII and other
3 federal anti-discrimination laws, including harassment based on race, national
4 origin and/ or color and retaliation discrimination, the proper methods of
5 receiving, communicating, investigating (where applicable), and eliminating
6 discrimination, including the proper procedures for documenting and preserving
7 evidence of discrimination, archiving the corporation's investigation of
8 complaints, as well as detailing the consequences and result of the investigation
9 where discrimination is found. Additionally, Defendant will require employees
10 who are newly hired or promoted at the Phoenix into-plane facility into a human
11 resources supervisory or managerial position to complete the training within 6
12 months.
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16 d. Training on Investigative Techniques: All employees with
17 responsibility for investigating complaints of discrimination, shall be provided
18 two (2) additional hours of annual training instructing on accepted professional
19 standards for receiving and investigating complaints of discrimination, including
20 such matters as witness interview techniques, other evidence-gathering
21 techniques, maintaining investigative notes and records, legal analysis of the
22 evidence, and methods for eliminating and ameliorating violations of anti-
23 discrimination law.
24
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27 26. Defendant agrees that the first such training session for each employee
28 group identified in Paragraph 25 above will take place within one hundred eighty (180)

1 days after the Court's entry of this Decree. Defendant agrees that all of Phoenix into-
2 plane facility personnel shall both register and attend the training sessions.

3
4 F. Notice Posting.

5
6 27. Within twenty (20) business days after the Court's entry of this Decree,
7 Defendant shall post at the Phoenix into-plane facility, Arizona, in a conspicuous place
8 frequented by employees, the Notice attached as Exhibit A to this Decree. The Notice
9 shall be the same type, style, and size as set forth in Exhibit A. The Notice shall remain
10 posted for the duration of this Decree. If the Notice becomes defaced or illegible,
11 Defendant will replace it with a clean copy. Defendant shall certify to the Commission,
12 in writing, within ten (10) days after posting the Notice that the Notice has been properly
13 posted and shall provide confirmation of the Posting in each of the annual reports
14 required under the Reporting provisions of this Consent Decree.
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18 **VIII. RECORD-KEEPING AND REPORTING PROVISIONS**

19 28. For the duration of this Consent Decree, Defendant shall maintain all
20 records concerning implementation of this Consent Decree, including, but not limited to,
21 all of the following:

22 28.1. Personnel files;

23 28.2. Complaints of discrimination and records documenting
24 investigation of such complaints, including witness statements, documents compiled,
25 conclusions and findings, and any corrective and remedial actions taken;
26
27

28 29. Defendant shall provide an annual report for the twelve month period

1 following the entry of this Decree. The report shall be submitted to the Commission
2 four weeks prior to the date on which the Consent Decree is due to expire.

3 30. Reporting Requirements: Each report shall provide the following
4 information:
5

6 30.1. Reports of Discrimination and Retaliation.

7 30.1.1. For purposes of this Paragraph 30, the term “report of
8 discrimination” will include any written or verbal complaint which alleges
9 discrimination, or the witnessing of discrimination, based on race, national
10 origin and/or color, harassment based on race, national origin and/ or color
11 and/ or retaliation, the suffering or witnessing of conduct which a
12 supervisor or manager recognizes as presenting an allegation of
13 discrimination of race, national origin and/or color or retaliation, even if
14 such terminology is not used by the complainant. The complainant need
15 not invoke the terms “discrimination,” “Title VII,” “disparate treatment,”
16 “violation,” or “rights,” etc. Employees are not trained in legalese and
17 frequently use such terms as “unfair,” “unprofessional,” “uncomfortable,”
18 “unjust,” “retaliatory,” “treated differently,” or “disciplined without or for
19 no reason” and other such language that indicates an allegation of
20 discrimination.
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25 30.1.2. The report will include:

26 a. The name, address and telephone number of each
27 person making a complaint of race, national origin and/ or color
28

1 and/ or harassment based on race, national origin and/ or color
2 discrimination or retaliation to Defendant or to any federal, state, or
3 local government agency;

4 b. The name, address and telephone number of each
5 person identified as a potential witness to the incident of
6 discrimination;

7 c. A brief summary of each complaint, including the
8 date of the complaint, the name of the individual(s) who allegedly
9 engaged in the discriminatory conduct, the Defendant's
10 investigation and response to the complaint, the name of the person
11 who investigated or responded to the complaint, and what, if any
12 resolution was reached except that attorney-client and attorney
13 work product are not releaseable; and

14 d. Copies of all documents memorializing or referring to
15 the complaint, investigation, and/or resolution thereof except any
16 attorney-client or attorney work product.

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22 30.2. Training.

23 30.2.1. For each training program required under Paragraph 25, and
24 conducted during the reporting period, Defendant shall submit a registry of
25 attendance.

26
27 30.2.2. For each training program required under Paragraph 25, and
28 completed during the reporting period, Defendant shall provide a

1 certificate of completion.

2 30.2.3. For each training program conducted by an outside
3 consultant or vendor not affiliated with Defendant, Defendant will identify
4 the consultant and/or vendor and provide a copy of the program agenda,
5 the materials and the resume and qualifications of the vendor or consultant.
6

7 30.3. Policy Review: Defendant shall submit a copy of the EEO policies
8 and the Hotline number required under Paragraphs 21 and 22, above.
9

10 30.4. Expungement: Defendant shall certify to the Commission that the
11 expungements required under Paragraph 17 of this Consent Decree, occurred.
12

13 **IX. RETENTION OF JURISDICTION AND ENFORCEMENT OF DECREE**

14 31. This Court shall retain jurisdiction of this cause for purposes of
15 compliance with this Decree and entry of such further orders or modifications as may be
16 necessary or appropriate to effectuate equal employment opportunities for employees.
17

18 32. There is no private right of action to enforce Defendant's obligations under
19 the Decree and only the Commission, or its successors or assigns, may enforce
20 compliance herewith.
21

22 33. The Commission may petition this Court for compliance with this Decree
23 at any time during which this Court maintains jurisdiction over this action. Should the
24 Court determine that Defendant has not complied with this Decree, appropriate relief,
25 including extension of this Decree for such period as may be necessary to remedy its
26 non-compliance, may be ordered.
27

28 34. Absent extension, this Decree shall expire by its own terms at the end of

1 eighteenth month from the date of entry without further action by the Parties.
2

3 **X. EEOC AUTHORITY**

4 35. With respect to matters or charges outside the scope of this Decree, this
5 Decree shall in no way limit the powers of the Commission to seek to eliminate
6 employment practices or acts made unlawful by any of the statutes over which the
7 EEOC has enforcement authority, and do not arise out of the claims asserted in this
8 lawsuit.
9
10

11 **XI. COSTS AND ATTORNEY'S FEES**

12 36. Each party shall be responsible for and shall pay its own costs and
13 attorney's fees.
14

15 **XII. NOTICE**

16 37. Unless otherwise indicated, any notice, report, or communication required
17 under the provisions of this Decree shall be sent by certified mail, postage prepaid, as
18 follows:
19

20 Mary O'Neill
21 Regional Attorney
22 EEOC Phoenix District Office
23 3300 North Central Avenue
24 Suite 690
25 Phoenix, AZ 85012
26
27
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ATTACHMENT A

NOTICE

Pursuant to Title VII, it is unlawful for an employer to discriminate based upon the harassment based on race, national origin and/ or color and/ or retaliation of an employee. Further, it is unlawful for any employer to retaliate against an employee because he or she has opposed discriminatory employment practices, or because he or she has filed a charge of discrimination with any municipal, state or federal equal employment opportunity agency, or because he or she has participated in an investigation of a charge of discrimination.

Management of Swissport Fueling, Inc. wishes to emphasize the company's fundamental policy of providing equal employment opportunity in all of its operation and in all areas of employment practices. Swissport Fueling, Inc. seeks to ensure that there shall be no discrimination against any employee or applicant for employment on the grounds of harassment based on race, national origin and/ or color or retaliation.

Swissport Fueling, Inc. respects the right of its employees to work in an environment free from discrimination and free from harassment. Accordingly, Swissport Fueling, Inc. reaffirms its commitment to complying with the requirements of Title VII in that it is our Company policy to prohibit all discrimination based on harassment based on race, national origin and/ or color and/ or retaliation.

Any employee who believes that he/she has suffered discrimination on the basis of harassment race, national origin and/ or color or retaliation has the right to contact:

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**Equal Employment Opportunity
Commission**
3300 North Central Avenue
Suite 690
Phoenix, Arizona 85012
Telephone: (602) 640-5000
TTY: (602) 640-5072
Website (national): www.eeoc.gov

**Arizona Civil Rights Division
Arizona Attorney General's Office**
1275 West Washington Street
Phoenix, Arizona 85007
Telephone: 602-542-5263
TDD: 602-542-5002

In compliance with federal law, no official at Swissport Fueling, Inc. will
retaliate against an employee who makes an internal complaint of discrimination or who
contacts the EEOC or its state counterpart.

This Notice shall remain posted for the term of eighteen months.

Swissport Fueling, Inc.

By: _____ Date: _____

ATTACHMENT B

RELEASE

In consideration for \$ _____ paid to me by Swissport Fueling, Inc., in connection with the resolution of EEOC v. Swissport Fueling, Inc., No. 2:10-CV-02101-PHX-GMS, included in the claims alleged in EEOC’s complaint in EEOC v. Swissport Fueling, Inc., No. 2:10-CV-02101-PHX-GMS, I waive my right to recover for any claims of discrimination, harassment and retaliation arising under Title VII, the Age Discrimination in Employment Act (“ADEA”), the Americans With Disabilities Act (“ADA”), or the Arizona Civil Rights Act, that I had against Swissport Fueling, Inc., prior to the date of this release including any claims arising out of the facts alleged in the EEOC’s complaint in EEOC v. Swissport Fueling, Inc., No. 2:10-CV-02101-PHX-GMS or any charge of discrimination I previously filed with the EEOC and/or the Arizona Civil Rights Division.

Date: _____ Signature: _____