

# FACT SHEET

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**Case Name:** *Bates, et al. v. United Parcel Service*  
**Case No.:** C99-2216 TEH  
**Date Filed:** May 31, 1999  
**Court:** Federal District Court for the Northern District of California, the Honorable Thelton E. Henderson, Senior Judge, presiding

**Named Plaintiffs/Class Representatives:** Eric Bates, Bert Enos, Babaranti Oloyede, Eric Bumbala, Edward Williams

**Plaintiffs' Counsel:**

Disability Rights Advocates  
Laurence Paradis & Caroline Jacobs  
449 15<sup>th</sup> Street, Suite 303  
Oakland, CA 94612  
Phone: 510-451-8644  
Fax: 510-451-8511

Schneider & Wallace  
Todd Schneider  
1700 California Street, Suite 340  
San Francisco, CA 94109  
Phone: 415-440-3440  
Fax: 415-440-3640

**Nationwide Class Certified:** November 1, 2001

**Class Definition:** Those persons throughout the United States who (i) have been employed by and/or have applied for employment with United Parcel Service (UPS) at any time since June 25, 1997 up through the conclusion of this action, (ii) use sign language as a primary means of communication due to a hearing loss or limitation, and (iii) allege that their rights have been violated under Title I of the Americans with Disabilities Act on account of UPS' policies and procedures.

**Size of Class:** Approximately 1,000 current and former deaf employees and applicants of UPS have been identified as part of the class

**Trial Began:** April 8, 2003

**Settlement Submitted to Court:** July 21, 2003

## KEY TERMS OF SETTLEMENT

### 1. Injunctive Relief

**Effective Communication Systems:** UPS will provide effective communication (including, where necessary, certified interpreters) for the following:

- Interviews, initial orientation and training
- Any training sessions, safety certification trainings, and related meetings including any training on emergency evacuation procedures and pagers
- Any company-sponsored events such as job fairs, award ceremonies, motivational events, team building events and formal social gatherings at which any presentations are made
- Any formal disciplinary meetings
- Any annual performance reviews

In addition, at each facility, at least three times per year, meetings will be held with each class member about work-related issues and developments, and to address class member's work-related concerns. Certified sign language interpreters will be provided at these meetings.

For deaf or hard of hearing employees who are hired in the future, UPS will evaluate the individual's communication needs. UPS will do the same for all current employee class members when the settlement becomes effective and will do so again in the future whenever a class member is reassigned to a new job which might require different levels or types of communication needs or responsibilities. UPS will provide a certified sign language interpreter for these meetings.

UPS will draft a pamphlet, to be given to deaf applicants and employees, which describes the foregoing policies for ensuring effective communication.

**Human Resources Contact Person:** At each UPS facility where there is a class member, UPS will designate a Human Resources contact person to facilitate requests for accommodations, to provide information and guidance, and to answer questions that class members might have. These resource persons will be trained by UPS so that they can fulfill these responsibilities. UPS will inform all employee class members who the resource person is in their facility.

**Pagers:** Within 3 months of the settlement UPS will distribute vibrating pagers to class member employees for emergency evacuation situations (including drills). UPS will also train class members and UPS employees responsible for activating the pagers. UPS will monitor the system to make sure it is effective.

**TTYs (Text Telephones, which deaf persons use to make phone calls):** UPS will provide readily available TTYs and maintain them at all facilities where class members are located.

**Training:** UPS will conduct training for HR and all UPS supervisors and managers who work in buildings where class members are located about UPS's policies regarding

accommodations (such as interpreters, TTYs, pagers, captioning) and how to handle and respond to requests for accommodations.

**Promotion Practices:** UPS will create a system to track class members who apply for promotions. For each class member who requests a promotion and is denied the promotion, UPS will provide an explanation to the class member. UPS will also provide an explanation to all class members who are demoted or terminated from management positions. UPS will make reports to the monitor about class members' promotions, demotions and terminations in regards to the number who applied for promotion, the number granted promotions, the number demoted, and the number terminated in each semi-annual period. UPS will also modify its essential job function criteria to clarify that hearing is not a requirement for all positions at UPS.

**Monitoring and Enforcement:** The federal district court will maintain jurisdiction during the three-year term of this settlement to ensure that UPS complies with the terms of the settlement. A third party outside monitor will ensure compliance with this settlement agreement and will report to all counsel semi-annually.

## **2. Damages**

UPS will pay damages to plaintiffs and the class in the amount of 5.8 million dollars. The damages will be allocated according to a claims distribution process, with the amount each class member receives based on factors such as length of time employed by UPS and types of discrimination each class member suffered.

## **3. UPS Driving Policy Not Settled**

UPS continues to maintain a policy which prevents all people who are deaf from driving any type of UPS vehicle on public roads, even though government regulations permit deaf people to drive under-10,000 lb. delivery vehicles and even though the U.S. Post Office has determined that hearing is not essential to being a safe driver for these smaller vehicles. The settlement does not resolve this issue. The parties are currently continuing to litigate this issue and it will be decided by the court. Plaintiffs are seeking a court order requiring UPS to individually assess deaf driver candidates so that those who are safe drivers are no longer categorically excluded from this category of promotional opportunities. Plaintiffs are also seeking additional damages for those class members who have been denied promotion based on UPS' discriminatory driving policy.

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