

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DOUGLAS EL
1711 W. Venango Street
Philadelphia, PA 19140
Individually and on behalf of
all others similarly situated,

Plaintiff,

v.

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY
1234 Market Street
Philadelphia, PA 19107,

Defendant.

CIVIL ACTION

NO. 02-CV-3591

JURY TRIAL DEMANDED

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiff Douglas El, by his undersigned attorneys, hereby makes the following allegations concerning his acts and status upon actual knowledge, and concerning all other matters upon information, belief and the investigation of his counsel:

I. INTRODUCTION

1. Plaintiff brings this action on behalf of all people who have been denied employment, between January 1, 1991 and the present, by any company that has provided paratransit services for the Southeastern Pennsylvania Transportation Authority ("SEPTA") as a result of a past felony or misdemeanor conviction.

2. As set out below, SEPTA has imposed an illegal employment policy on all of its paratransit service providers that prohibits the hiring or employment of any person with a felony or misdemeanor conviction without allowing any inquiry into when the conviction occurred, the circumstances surrounding the conviction or whether the conviction has any relationship to the responsibilities of the position sought.

3. To seek redress for SEPTA's imposition of this illegal policy, Plaintiff submits claims for violation of Title VII, the United States Constitution, the Pennsylvania Constitution and the Pennsylvania Criminal History Record Information Act. These claims justify an award of compensatory and punitive damages to Plaintiff and the Class as well as an order preventing SEPTA from continuing to impose this policy in the future.

II. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over this lawsuit, because SEPTA's principal place of business is located in the Eastern District of Pennsylvania and SEPTA conducts significant business in the Eastern District of Pennsylvania.

5. This Court has subject matter jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1331 because Plaintiff asserts claims under the United States Constitution and Title VII, and pursuant to 28 U.S.C. § 1343(a)(4) because Plaintiff seeks redress for civil rights violations.

6. This Court has supplemental jurisdiction over Plaintiff's claims for violation of the Pennsylvania Constitution and the Pennsylvania Criminal History Record Information Act ("PCHRIA") pursuant to 28 U.S.C. § 1367(a) and Federal Rule of Civil Procedure 18(a), because these state law causes of action are so intertwined with Plaintiff's federal claims as to be part of the same case or controversy.

7. Venue is proper in this Court because SEPTA resides and conducts business in Philadelphia; Plaintiff resides in Philadelphia; and the actions underlying Plaintiff's claims occurred in Philadelphia.

III. PARTIES

8. Plaintiff Douglas El is a citizen of the Commonwealth of Pennsylvania who resides at 1711 W. Venango Street, Philadelphia, PA 19140.

9. Defendant SEPTA is a quasi-public agency created by the Pennsylvania General Assembly under the Metropolitan Transportation Authorities Act of 1963, 66 P.S. §§ 2001-43

and presently operating under 74 P.S. §§ 1701-85 (2000). SEPTA's principal place of business is located at 1234 Market Street, Philadelphia, PA 19107.

10. SEPTA is an "employer" as that term is defined in Title VII because it is engaged in an industry affecting commerce, and maintains almost 8,000 workers year-round who provide bus, trolley, light rail, subway, paratransit and other services in Philadelphia and the four surrounding suburban counties. SEPTA is the sixth largest public transportation operator in the country and has combined operating and capital budgets of more than \$1.3 billion per year.

IV. PROCEDURAL AND ADMINISTRATIVE REQUIREMENTS

11. Plaintiff has satisfied the procedural and administrative requirements for proceeding under Title VII, because:

- a. On November 30, 2000, Plaintiff filed a timely written Charge of Discrimination (No. 170A10348) with the Philadelphia Office of the U.S. Equal Employment Opportunity Commission ("EEOC"), see "Exhibit A";
- b. On September 14, 2001, for reasons described below, the EEOC determined that SEPTA had discriminated against Plaintiff and other similarly situated individuals in violation of Title VII, see "Exhibit B";
- c. On March 6, 2002, the United States Department of Justice issued Plaintiff a Dismissal and Notice of Rights, see "Exhibit C";
- d. The instant action is timely because it was initiated within 90 days of the receipt of Plaintiff's Dismissal and Notice of Rights; and
- e. By filing his EEOC Charge within 300 days of his termination, Plaintiff has fully exhausted all necessary administrative remedies under 42 U.S.C. § 2000e-5(e)(1).

V. FACTUAL BACKGROUND

12. The federal Americans with Disabilities Act of 1990 ("ADA") requires SEPTA to

provide transportation services to individuals in Southeastern Pennsylvania who are functionally unable to use fixed-route transportation. These services are colloquially referred to as “paratransit services”.

13. In response to passage of the ADA, SEPTA created a Customized Community Transportation Department (“CCT”) to oversee and manage SEPTA’s provision of paratransit services to disabled residents of the five-county Philadelphia metropolitan area.

14. The CCT, knowing that SEPTA did not have either a sufficient number of paratransit vehicles or employees with paratransit service experience, decided to satisfy the aforesaid requirements imposed on it by the ADA by contracting for those services with specialized paratransit service companies. During the Class Period, SEPTA entered into agreements with paratransit companies including, but not limited to, King Paratransit Services, Inc., Atlantic Paratransit, Inc., Edens Corporation and Triage, Inc.

15. SEPTA’s paratransit service contracts made SEPTA responsible for, *inter alia*, overseeing all suburban and city paratransit services, conducting centralized driver training, and managing the reservation, scheduling and service monitoring functions for paratransit riders in Philadelphia.

16. SEPTA’s paratransit service contracts made the paratransit companies responsible for, *inter alia*, taking reservations for rides originating outside of Philadelphia County, transporting riders within their designated service areas, monitoring service within their designated service areas and maintaining their vehicle fleets.

17. SEPTA’s paratransit service contracts also imposed a mandatory, uniform employment policy on all of its paratransit service providers.

18. Specifically, SEPTA’s employment policy requires the removal from service of all active employees with any felony or misdemeanor conviction without allowing any inquiry into when the conviction occurred, the circumstances surrounding the conviction or whether the conviction has any relationship to the responsibilities of the position sought. See “Exhibit D”, pp. 21-25.

19. SEPTA's employment policy also requires the rejection of all job applicants with any felony or misdemeanor conviction without allowing any inquiry into when the conviction occurred, the circumstances surrounding the conviction or whether the conviction has any relationship to the responsibilities of the position sought. Id.

20. Finally, SEPTA's employment policy requires paratransit companies to permanently bar from all SEPTA-related work any employee or applicant who failed to disclose any felony or misdemeanor conviction without allowing any inquiry into when the conviction occurred, the circumstances surrounding the conviction or whether the conviction has any relationship to the responsibilities of the position sought. Id.

21. Plaintiff applied to work as a driver for King Paratransit Services, Inc. ("King"), one of SEPTA's paratransit contractors, in January 2000.

22. As part of his application, King's employees asked Plaintiff whether he had any criminal record. Plaintiff answered truthfully that he had been convicted of a homicide more than 41 years ago, as a juvenile in a gang-related incident, that he had been sentenced to be incarcerated for a period of three to ten years, and that he served about three-and-one-half years of his sentence before being released on parole. See "Exhibit E".

23. When he submitted his application, Plaintiff asked King's employees whether his criminal record posed a problem, because Plaintiff did not want to leave his present job without some assurance that he was eligible to work for King. King's employees told Plaintiff that, because his conviction had occurred more than 41 years ago, it would not prevent him from being hired.

24. King hired Plaintiff to work as a paratransit driver, and Plaintiff began his training on January 17, 2000.

25. On February 8, 2000, Plaintiff's employment came to an abrupt end when the King employee to whom he had been assigned for training purposes told Plaintiff he was being terminated pursuant to an employment policy imposed by SEPTA because of his homicide conviction. See "Exhibit F".

26. Policies that mandate a denial of employment opportunity for a prior conviction without inquiring into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought have a disparate impact on African-Americans and Hispanics in light of statistics showing that these groups are convicted at a rate disproportionately higher than their representation in the population. As a result, such policies violate Title VII of the Civil Rights Act of 1964, as amended (“Title VII”) and the Pennsylvania Criminal History Record Information Act, Act of July 16, 1979, P.L. 116, No. 47, 18 Pa. C.S. §§ 9101, et seq. (“PCHRIA”).

27. Because SEPTA is a quasi-public agency that performs essential public services, its policy of denying employment to individuals with a prior conviction without inquiring into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought violates both the Equal Protection Clause of the United States Constitution and Article I, Section 1 of the Pennsylvania Constitution.

VI. CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(b)(1), 23(b)(2) and 23(b)(3) on behalf of a Class of persons defined as: all people who have been denied employment, between January 1, 1991 and the present, by any company that has provided paratransit services for SEPTA as a result of a past felony or misdemeanor conviction.

29. The members of this Class are so numerous that joinder of all its members would be impractical. Plaintiff’s investigation has shown that SEPTA entered into contracts with at least seven paratransit providers during the Class Period, and that the enforcement of SEPTA’s policy likely caused at least 100 people to be denied employment or terminated in that time.

30. There are questions of law and fact common to the Class that predominate over questions affecting only individual members, including, but not limited to:

- a. whether SEPTA’s uniform employment policy has a disparate effect on African-Americans and Hispanics;

- b. whether SEPTA's uniform employment policy discriminates against the Class in violation of the Equal Protection Clause of the United States Constitution, Title VII, the Pennsylvania Constitution, and the PCHRIA;
- c. whether Plaintiff and the Class are entitled to equitable and/or injunctive relief as a result of the harm worked by SEPTA's uniform employment policy and, if so, the nature of such relief; and
- d. whether Plaintiff and the Class are entitled to monetary damages for their illegal termination and, if so, the nature and amount of such damages.

31. Plaintiff's claims are typical of the claims of the class. King terminated Plaintiff under the provisions of a uniform employment policy that was applied to all applicants and employees in SEPTA's paratransit system, and has suffered damages typically incurred as a result of an improper termination.

32. Plaintiff will fairly and adequately assert and protect the interests of absent Class members. Plaintiff has retained counsel who are competent and experienced in both employment and class action litigation, and has no interests adverse to any absent Class member.

33. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(2), because SEPTA has acted on grounds generally applicable to the Class, thereby making final injunctive relief or corresponding declaratory relief appropriate.

34. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3), because common issues of law and fact relative to the implementation and effect of SEPTA's uniform employment policy predominate over any questions affecting only individual Class members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I

VIOLATIONS OF TITLE VII

35. Each of the preceding paragraphs is incorporated by reference as though fully set

forth herein.

36. Absolute prohibitions on employment that are based on a past conviction but do not inquire into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought (or held) -- like the employment policy SEPTA imposed on its paratransit providers -- have a disparate impact on African-Americans and Hispanics in light of statistics showing these groups are convicted of crimes at a rate disproportionately higher than their representation in the population.

37. SEPTA committed deliberate, repeated and ongoing violations of Title VII by imposing a uniform employment policy on all of its paratransit providers and requiring those providers to implement this policy pursuant to their contract.

38. SEPTA committed deliberate, repeated and ongoing violations of Title VII by requiring its paratransit providers to deny employment to all persons with a misdemeanor or felony conviction without considering how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought (or held).

39. SEPTA committed deliberate, repeated and ongoing violations of Title VII by terminating Plaintiff's employment and terminating or denying employment to the absent Class members pursuant to its uniform employment policy.

40. SEPTA created and imposed its uniform employment policy both knowing and intending that it would work to exclude anyone with a prior conviction for certain crimes from being able to secure employment with any paratransit provider in Philadelphia or the four surrounding suburban counties.

41. At all relevant times, SEPTA has been a controlling person with respect to all of its paratransit providers, and was responsible for dictating the terms under which the providers hired and fired their employees.

42. The paratransit providers and their employees were SEPTA's agents for purposes of applying and enforcing this uniform employment policy.

43. As a direct and proximate result of the foregoing conduct of SEPTA, Plaintiff and the Class have suffered damages, including but not limited to lost wages (including back pay and front pay), lost fringe benefits, lost training, lost pension benefits, pain, suffering, humiliation and mental anguish.

COUNT II

VIOLATIONS OF THE UNITED STATES CONSTITUTION EQUAL PROTECTION CLAUSE

44. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

45. The Equal Protection Clause of the Fourteenth Amendment to the United States Constitution provides that no State shall "deny to any person within its jurisdiction the equal protection of the laws."

46. SEPTA committed deliberate, ongoing and repeated violations of the Equal Protection Clause of the Fourteenth Amendment by requiring its paratransit providers to deny public employment to all persons with a misdemeanor or felony conviction without inquiring into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought (or held), because these requirements are not reasonably related either to the person's fitness to perform the job at issue or to any legitimate government objective.

47. As a direct and proximate result of the foregoing conduct of SEPTA, Plaintiff and the Class have suffered damages, including but not limited to lost wages (including back pay and front pay), lost fringe benefits, lost training, lost pension benefits, pain, suffering, humiliation and mental anguish.

COUNT III

VIOLATIONS OF THE PENNSYLVANIA CONSTITUTION ARTICLE I, SECTION 1

48. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

49. Article I, Section 1, of the Pennsylvania Constitution provides that “All men are born equally free and independent, and have certain inherent and indefeasible rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing and protecting property and reputation, and of pursuing their own happiness.”

50. SEPTA has committed deliberate, ongoing and repeated violations of Article 1, Section 1 of the Pennsylvania Constitution by requiring its paratransit providers to deny public employment to all persons with a misdemeanor or felony conviction without inquiring into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought (or held), because these requirements are not reasonably related either to the person’s fitness to perform the job at issue or to any legitimate government objective.

COUNT IV

VIOLATIONS OF THE PENNSYLVANIA CRIMINAL HISTORY RECORD INFORMATION ACT

51. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

52. The PCHRIA provides, in pertinent part, that “felony and misdemeanor convictions may be considered by the employer only to the extent which they relate to the applicant’s suitability for employment in the position for which they have applied.” See 18 Pa. C.S. § 9125(b).

53. The PCHRIA also provides that “the employer shall notify in writing the

applicant if the decision not to hire the applicant is based in whole or in part on criminal history record information.” See 18 Pa. C.S. § 9125(c).

54. SEPTA has committed deliberate, repeated and ongoing violations of 18 Pa. C.S. § 9125(b) by requiring paratransit providers to deny employment to all persons with a misdemeanor or felony conviction without inquiring into how long ago the conviction occurred, the circumstances surrounding the conviction, or the relation between the conviction and the position sought (or held).

55. SEPTA has committed deliberate, repeated and ongoing violations of 18 Pa. C.S. § 9125(c) by terminating Plaintiff’s employment pursuant to the uniform policy at issue here and terminating or denying employment to the absent members of the Class pursuant to this policy without notifying them in writing of the decision to deny them employment based on criminal history record information.

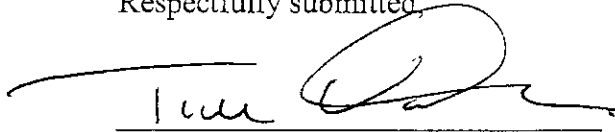
56. As a direct and proximate result of the foregoing conduct of SEPTA, Plaintiff and the Class have suffered damages, including but not limited to lost wages (including back pay and front pay), lost fringe benefits, lost training, lost pension benefits, pain, suffering, humiliation and mental anguish.

WHEREFORE, PLAINTIFFS PRAY FOR RELIEF AS FOLLOWS:

- a. That this action be certified as a class action under Fed. R. Civ. P. 23;
- b. That judgment be entered in favor of Plaintiff and the Class on the Amended Complaint;
- c. That an order be entered awarding Plaintiff and the Class damages for lost wages, including back pay, front pay, lost fringe benefits and lost pension benefits, in amounts to be determined at trial;
- d. That an order be entered awarding Plaintiff and the Class compensatory damages, including recovery for pain, suffering, humiliation and mental anguish;

- e. That an order be entered awarding Plaintiff and the Class punitive damages for SEPTA's intentional, willful and outrageous conduct;
- f. That an order be entered awarding Plaintiff and the Class the costs of this litigation, including the fees and costs of experts, together with reasonable attorneys' fees; and
- g. That an order be entered enjoining SEPTA from continuing its discriminatory employment practices and requiring it to revise its paratransit service provider contracts to eliminate the discriminatory provision at issue here;
- h. That the Court maintain jurisdiction of this action after judgment or verdict to ensure SEPTA's compliance with its orders therein;
- i. That an order be entered awarding Plaintiff and the Class such further relief as the Court deems necessary, just and proper.

Respectfully submitted,



Timothy M. Kolman, Esq.

Wayne A. Ely, Esq.

TIMOTHY M. KOLMAN AND ASSOCIATES

225 N. Flowers Mill Road

Langhorne, PA 19047

(215) 750-3134

Eugene A. Spector, Esq.

David J. Cohen, Esq.

SPECTOR, ROSEMAN & KODROFF, P.C.

1818 Market Street, Suite 2500

Philadelphia, PA 19103

(215) 496-0300

Dated: November 13, 2002

Attorneys for Plaintiff and the Class



CHARGE OF DISCRIMINATION

AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER 170A10348
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This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

Philadelphia Commission on Human Relations and EEOC
State or local Agency, if any

NAME (Indicate Mr., Ms., Mrs.) Mr. Douglas El	HOME TELEPHONE (Include Area Code) (215) 228-7040
--	--

STREET ADDRESS 1711 West Venango St.	CITY, STATE AND ZIP CODE Philadelphia, PA 19140	DATE OF BIRTH 1 / 25 / 45
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NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME SEPTA	NUMBER OF EMPLOYEES, MEMBERS more than 500	TELEPHONE (Include Area Code) (215) 580-7800
---------------	---	---

STREET ADDRESS 1234 Market Street	CITY, STATE AND ZIP CODE Philadelphia, PA 19107	COUNTY Phila.
--------------------------------------	--	------------------

NAME	TELEPHONE NUMBER (Include Area Code)
------	--------------------------------------

STREET ADDRESS	CITY, STATE AND ZIP CODE	COUNTY
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CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)	DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST 2 / 8 / 00 2 / 8 / 00 <input type="checkbox"/> CONTINUING ACTION
---	--

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):
 I started training with King Paratransit Services, Inc. ("King") on January 17, 2000. I was sent home by King on February 8, 2000.

I was told by Sen Wen, the person who was training me, that the reason that I was denied employment was because I had been convicted of a homicide forty (40) years ago.

I have since been told that the reason I was fired was that King's contract with SEPTA prohibited King from employing me because of my criminal record.

I believe that I was discriminated against because of my race, African-American, in violation of Title VII of the Civil Rights Act of 1964 for the following reasons:

- a) A policy of excluding persons from employment based upon their conviction records has an adverse impact on African-Americans;
- b) King and SEPTA cannot show a business necessity for denying me a job or firing me for my 40-year old criminal conviction; and
- c) SEPTA forced King to fire me illegally.

I also allege that SEPTA maintains contracts with other paratransit providers which prohibit the employment of individuals based on their conviction records

RECEIVED - STATE
 PHILADELPHIA, PA
 00 NOV 30 PM 4:59

<input checked="" type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.	NOTARY - (When necessary for State and Local Requirements) I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
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I declare under penalty of perjury that the foregoing is true and correct.	SIGNATURE OF COMPLAINANT <div style="text-align: center; margin-top: 10px;"> </div> SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
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PLAINTIFF'S
EXHIBIT
3



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office

21 South 5th Street, Suite 400
Philadelphia, PA 19106-2515
(215) 440-2600
TTY (215) 440-2610
FAX (215) 440-2604, 2632 & 2805

Charge Number 170A10348

Douglas El
1711 West Venango St.
Philadelphia, PA 19140

Charging Party

v.

SEPTA
1234 Market St.
Philadelphia, PA 19107

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge.

All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against him in violation of Title VII of the Civil Rights Act of 1964, as amended (Title VII).

Charging Party alleges that he began training with King Paratransit Services, Inc. ("King") on January 17, 2000 for the position of Paratransit Driver and was sent home by the individual who was training him on February 8, 2000. He was informed that he was denied employment because he had been convicted of a homicide 40 years ago and that King's contract with Respondent prohibited King from employing him because of his criminal record. Charging Party alleged that he was discriminated against on the basis of his race, black, in violation of Title VII in that a policy of excluding persons from employment based on their conviction records has an adverse impact on blacks, Respondent cannot show a business necessity for denying him employment or firing him for his 40-year old criminal conviction and Respondent forced King to fire him illegally. Charging Party also alleged that Respondent maintains contracts with other paratransit providers which prohibit the employment of individuals based on their conviction records.

Respondent states that it was not Charging Party's employer and that even if it was considered to be for purposes of the charge, Respondent would be permitted to refuse employment to him based on the legitimate business reason of his non-suitability for the position due to his past

felony homicide conviction. Respondent also states that the refusal of employers to employ individuals based upon consideration of his or her criminal conviction record is not in violation of public policy and is consistent with the provisions of Pennsylvania's Criminal History Record Information Act. Respondent acknowledges that a blanket disqualification from employment based on either an arrest record or because an applicant has a criminal history may violate public policy, but states that a clear nexus exists between Charging Party's felony conviction history and his suitability for the position of paratransit operator. However, Respondent does not offer any support for this conclusion. Furthermore, Respondent states that even if Charging Party had applied for employment directly to it in any operator's position in revenue service with the public, he would have most probably been refused employment based on his criminal conviction history, regardless of how long ago the incident occurred.

The record shows that Charging Party was disqualified from employment with King based on the terms of its contract with Respondent which states, in part, that any applicant for employment must not have a record of any felony or misdemeanor conviction for any crime of moral turpitude or of violence against any person(s). The record also shows that Respondent maintains contracts with other employers which contain the same requirements.

Although Respondent argues that because it was not Charging Party's employer it should not be held liable for actions taken against him, the EEOC takes the position that a third party, who is an employer, such as the Respondent in this case, is covered by Title VII, even though it was not the Charging Party's employer, because it had the ability to control or interfere with the employment relationship between the Charging Party and his or her employer, in this case King and other employers.

It is the position of the Commission that an employer's policy or practice of excluding individuals from employment on the basis of their conviction records has a disparate impact on blacks and Hispanics in light of statistics showing that they are convicted at a rate disproportionately greater than their representation in the population. Consequently, the Commission holds that such a policy or practice is unlawful under Title VII in the absence of a justifying business necessity. In order to determine whether a decision to deny employment on the basis of a conviction record is justified by business necessity, an employer must show that it considered the nature and gravity of the offense or offenses, the time that has passed since the conviction and/or the completion of the sentence and the nature of the job held or sought.

There is no evidence that Respondent considered these factors in order to determine a business necessity for prohibiting Charging Party's employment. Respondent acted on a policy which serves as an absolute bar to employment for individuals who have certain types of criminal convictions regardless of how long ago the conviction took place and without taking into consideration the nature of the offense relative to the nature of the job held or sought. Furthermore, had Respondent considered the factors necessary to establish a business necessity for its decision, it is unlikely that it would have been able to justify a business necessity for denying Charging Party employment. Although the nature of Charging Party's offense is quite serious, he was only 15 years old at the time and the conviction, for which Charging Party was incarcerated for less than four years, occurred 40 years ago. Also, while the nature of the job

Charging Party sought, Paratransit Driver, does require that he be a highly trustworthy individual, the homicide for which he was convicted was based on a gang-related incident four decades ago which does not indicate that Charging Party posed a threat to paratransit passengers.

Based on this analysis, I have determined that the evidence obtained during the investigation establishes a violation of the statute and that Respondent discriminated against Charging Party and other similarly situated individuals in violation of Title VII.

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The confidentiality provisions of the statute(s) and Commission Regulations apply to information obtained during conciliation.

A draft conciliation agreement is enclosed for consideration by the parties. Please indicate within ten (10) days of the date of this determination, your agreement or disagreement with the terms of the enclosed agreement. If you are in disagreement with the terms of conciliation, please indicate within that time frame an alternative proposal to resolve this matter.

If either party declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission.

On Behalf of the Commission,

September 14, 2001

DATE

William J. Cook

Marie M. Tomasso

District Director

Enclosure

cc: Sharon M. Dietrich, Esquire, for Charging Party





U.S. Department of Justice

Civil Rights Division

Employment Litigation Section
P.O. Box 65968
Washington, DC 20035-5968
www.usdoj.gov/crt/emp/emphome.html

NOTICE OF RIGHT TO SUE WITHIN 90 DAYS

RFB:WBF:mdw
DJ 170-62-151

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Douglas El
1711 West Venango Street
Philadelphia, Pennsylvania 19140

MAR 6 2007

Re: Douglas El v. Southeastern Pennsylvania Transportation
Authority (SEPTA), EEOC No. 170-A0-1348

Dear Mr. El:

The Civil Rights Division has completely reviewed the file referred to us by the Equal Employment Opportunity Commission (EEOC) in its investigation of your charge of discrimination, and it has been determined that we will not file suit in this particular matter against the respondent. This should not be taken to mean that the Department of Justice has made a judgment as to whether or not your charge is meritorious.

You are hereby notified that conciliation in this matter was unsuccessful by the EEOC. You are further notified that you have the right to institute a civil action under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq., against the above-named respondent. If you choose to commence a civil action, such suit must be filed in the appropriate court within 90 days of your receipt of this Notice.

Therefore, you should consult an attorney of your own choosing at your earliest convenience. If you are unable to locate an attorney, you may wish to contact the EEOC, or apply to the appropriate court, since that court may appoint an attorney in appropriate circumstances under Section 706(f)(1) of Title VII, 42 U.S.C. 2000e-5(f)(1).

We are returning the files in this matter to EEOC's Philadelphia District Office. If you or your attorney have any questions concerning this matter or wish to inspect the investigative file, please feel free to address your inquiry to: Marie M. Tomasso, Director, EEOC, 21 South Fifth St., Suite 400, Philadelphia, PA 19106-2515.

Sincerely,

Ralph F. Boyd, Jr.
Assistant Attorney General
Civil Rights Division

By:

William B. Fenton
Deputy Chief
Employment Litigation Section



F2.10 Drivers and Attendants - Contractor shall maintain at a minimum staffing level of one and one-half times the number of tours (e.g. 100 tours 50 drivers).

F2.10.1 General Minimums

Prior to the Contractor's utilizing any current employee of Contractor, or any applicant for employment with Contractor, in SEPTA contract ParaTransit Service, the Contractor shall ensure that all drivers and attendants utilized in SEPTA service have met the following minimum requirements:

- a. Physical examination which has been performed by a licensed physician to include passing a drug and alcohol test and the ability to pick up fifty pounds minimum;
- b. A valid driver's license which verifies the appropriate class;
- c.* safe driving record, which is defined as no more than one (1) previous suspension for moving violations and no more than one (1) record of a moving violation within the two (2) years prior to start of SEPTA driving service;
- d.* Must be a licensed driver for a minimum of three (3) years;
- e. **NO RECORD OF DRIVING UNDER INFLUENCE (DUI) OF ALCOHOL OR DRUGS, AND NO RECORD OF ANY FELONY OR MISDEMEANOR CONVICTION FOR ANY CRIME OF MORAL TURPITUDE OR OF VIOLENCE AGAINST ANY PERSON(S);**
- f. **HAVE NO RECORD OF ANY CONVICTION WITHIN THE LAST SEVEN (7) YEARS FOR ANY OTHER FELONY OR ANY OTHER MISDEMEANOR IN ANY CATEGORY REFERENCED BELOW (SEE SECTION F.2.10.C), AND NOT BE ON PROBATION OR PAROLE FOR ANY SUCH CRIME, NO MATTER HOW LONG AGO THE CONVICTION FOR SUCH CRIME MAY BE;**
- g. Speak and understand English;
- h. Knowledge of service area and documented ability to determine location of and arrive at street address by use of a map book.

F2.10.2

- a. Each driver shall be identified by the Contractor to SEPTA, together with file information on the driver: Name, license number, hourly wage rate, a passport-type photo, a standard release of information form, signed by the driver, authorizing Contractor to obtain the driver's motor vehicle record

described in this paragraph to SEPTA), including Pennsylvania verification that minimum requirements are met and dates of training. A training log containing dates of training and signatures by driver(s) and trainer(s) that the training was completed must be maintained by the Contractor.

b. All drivers utilized in SEPTA service shall have demonstrated proficiency in those areas identified in Section G, Training Regulations. The use of driver lease or other contracted programs is specifically prohibited.

F2.10.3

a. Each Contractor shall conduct a background check of each driver's record as a vehicle operator with Pennsylvania Bureau of Automotive Records Driver's License in Harrisburg or the State in which the driver possesses a license, which State must be the State of the driver's current principal residence, and place a copy of driver's record in his/her personnel file. Each Contractor shall investigate each driver candidate's prior convictions for felonies or misdemeanors, and for felonies and misdemeanors falling within the categories referenced above (and in section F2.10.3.c).

b. Each driver shall sign a further release of information form (see Attachment 8), giving SEPTA and the Contractor the right to obtain from criminal justice agencies and to exchange between SEPTA and the Contractor (including physicians and other medical/scientific personnel and laboratories in the instance of drug and alcohol test measurements and results): Driver's record of prior convictions for felonies or misdemeanors as referenced above, and drug test information, including all information resulting from drug and alcohol tests.

Records of prior convictions for felonies or misdemeanors shall, at a minimum, be obtained from the State of residence of each applicant, and annually for each driver.

c. The Contractor shall review the prior convictions for driving under the influence (DUI) and for other above referenced felonies and misdemeanors in the record of each applicant (including applicants for initial hire and current Contractor employees seeking to initially perform SEPTA-related work under this particular contract) for the position of driver and shall reject/bar any applicant or current employee from SEPTA-related work whose record includes a conviction for driving under the influence (DUI), and any conviction for any felony and/or misdemeanor.

The Contractor shall include on its employment application form (for those who are applying for SEPTA work with Contractor) a question whether the applicant has a current record of any conviction(s) in Pennsylvania, and in any other States, territories of the U.S. and any foreign countries, for driving

under the influence of alcohol or drugs (DUI) for any felony or misdemeanor involving moral turpitude and any crime of violence against (an)other person(s), and any current record of any conviction(s) within the last seven (7) years for any crime of theft, crime against others' property and any crime involving firearms, explosives or other dangerous articles, and dates of any prison time served for such offenses, and whether the applicant is currently on probation or parole (and for what offenses).

Contractor shall not employ in any SEPTA-related work under this contract any person who, in response to this question, indicates that he or she has a current record of any conviction at any time for driving under the influence (DUI) of alcohol or other substance, or for any felony or misdemeanor conviction for any crime of moral turpitude or of violence against any other person(s). Such crimes include, without limitation, any grade of homicide, rape, robbery, risking a catastrophe, assault or aggravated assault, indecent assault or other crimes of violence, and any crime constituting conspiracy or an attempt to commit any such crime of violence.

Contractor, in addition, shall not employ in SEPTA-related work under this contract any person who in response to this question indicates that he or she is currently on probation or parole for a conviction (no matter how long ago the conviction), or who has served any time in prison within the last seven years for a conviction, or who, although not being on probation or parole, has a conviction within the last seven (7) years for, any of the following:

- (1) any felony for a crime of theft or a crime against property such as arson and (felonious) defiant trespass;
- (2) any misdemeanor which is any crime of theft including, without limitation, theft by deception, embezzlement or theft of service; any crime against persons or property including without limitation, indecent exposure, indecent assault, (misdemeanor) defiant trespass, corruption of minors (to the extent not a crime of moral turpitude), endangering the welfare of children, vandalism (when graded misdemeanor); any crime involving the sale, possession or use of narcotics and/or other controlled substances, and any crime involving alcohol (for example, inducement of minors to buy liquor); and any crime involving firearms or explosives or other dangerous articles.

Contractor shall require all current employees applying to begin as drivers in SEPTA-related work under this contract to completely answer the same question concerning their current criminal record, before determining (under the same rule as Stated above for new hires) whether they may begin any SEPTA related work.

F2.10.4 Job applicant or current employee who, in responding to the question concerning his/her criminal record (see F10.3.c), fails to disclose a relevant conviction on his/her record, and who is subsequently employed by Contractor in SEPTA-related service under this contract, shall be subjected by the Contractor to the following:

- a. Any job applicant or employee who does not disclose all relevant convictions currently on his/her record on the job application form, shall be interviewed by Contractor for possible falsification of employment application, as soon as Contractor learns from any source about such undisclosed conviction(s).
- b. The purpose of the interview will be to determine the nature of the criminal offense committed, when it was committed, when the conviction occurred, the number of convictions, and whether the application for employment form failed to adequately and clearly seek the disclosure of the conviction(s) or whether the employee willfully and knowingly concealed the conviction(s) on the job application form.
- c. If the Contractor determines that the employee has a conviction record that would have precluded him/her from employment in SEPTA-related service (as provided in F2.10.3c), and this information was not disclosed on the employment application form, then the employee shall be permanently barred from any SEPTA-related work.

Nothing in this Scope of Work bars a Contractor, when made aware by anyone that an applicant or current employee entering, or a current employee already entered into, Contractor's SEPTA-related work, from taking any action toward such applicant or employee on the basis of any conviction for any other crimes not included within the scope of those described in F2.10.3c, or from establishing further restrictions and taking further action not inconsistent with the above.

F2.10.5 Where an applicant for employment is not hired by Contractor and the reason for Contractor's decision not to hire is based in whole or in part on the applicant's criminal justice record, Contractor shall bear the exclusive responsibility, under 18 Pa. C.S. §9125 (c), of notifying the applicant in writing of its decision, and Contractor shall maintain a duplicate copy of such notification in Contractor's files.

F2.10.6 Contractor shall require that all its full-time and part-time drivers in SEPTA-related work report on a continuing basis to the Contractor any new convictions occurring from the time they begin driving in SEPTA-related work, and include in such reporting, any convictions in any State for any felonies or misdemeanors of the Criminal code involving DUI, crimes of moral turpitude and crimes of violence against other persons and crimes of theft, against the property of others, and other crimes of substance abuse and sale or possession of controlled substances, as well as any violations of the Motor

vehicle Code (other than parking violations).

- F2.10.7 Contractor shall permanently remove from all SEPTA-related service any employees convicted (since completing their employment application or in the instance of employees who had been employed by Contractor before they began any SEPTA-related job, from the time they responded, prior to working under this contract, to the question concerning their current record of convictions as referenced in F2.10.3c) of any offense including not only any felony or misdemeanor, but also any summary criminal offense, falling within the categories of offenses as listed and exemplified in F2.10.1e and f.
- F2.10.8 Contractor and SEPTA agree to immediately transmit to each other any information either shall learn at any time concerning any relevant conviction of any applicant, or of any employee of Contractor (where the individual seeks to be, or is currently, employed as a driver in SEPTA-related work). Contractor shall promptly inform SEPTA in writing of its decision (and the reasons therefore) concerning the hiring, removal or discharge of such an applicant/employee in or from Contractor's employment in SEPTA-related work with Contractor, in any instance when the Contractor's decision is related to any conviction or other matter in the person's criminal record.
- F2.10.9 a. Contractor shall require employees in all full-time and part-time SEPTA-related work to promptly inform Contractor of any convictions or arrests (since the time the employee began working in Contractor's SEPTA-related work) for any felony or misdemeanor of the criminal code in any State. If Contractor learns from any source that such an employee of Contractor has been arrested for DUI, or for any crime of moral turpitude or of violence, theft or any offense against another's property or any crime involving explosives or dangerous articles (see F2.10.c) since beginning SEPTA-related work, the Contractor shall notify SEPTA (unless SEPTA has provided the information to the Contractor), and if the Contractor determines that the offense is such that, if the employee were convicted, the offense would negatively relate to the employee's suitability for the SEPTA-related work, the Contractor will (a) first, either suspend the employee from all work or temporarily transfer the employee to non-SEPTA-related work; (b) then, promptly conduct an interview with the employee and review whatever, if anything, the employee may choose to state, and any publicly available information, if any, concerning the arrest in order to learn whether there is either an admission by the employee, or other probable cause to believe that the employee performed such actions or omissions which, regardless of their possibly constituting a crime, negatively relate to the employee's suitability for SEPTA-related work; (c) if the Contractor then determines that the circumstances surrounding the employee's arrest do not negatively relate to the employee's suitability for SEPTA-related work,

Contractor may reassign the employee to SEPTA-related work, until and unless the Contractor learns from any source of further information about the arrest, or learns that a conviction or acquittal has followed the arrest.

- b. If there is a conviction, Contractor shall follow F2.10.c above. If there is a complete acquittal or other final disposition, Contractor shall be guided by subparagraph (d) below.
- c. If the Contractor believes after interviewing the employee, and while without information as to any conviction or other disposition of the charge(s) against the employee, that the circumstances surrounding the employee's arrest do negatively relate to the employee's suitability for any SEPTA-related work, Contractor shall permanently bar the employee from SEPTA-related work.
- d. If following an arrest as stated above, and during (or after) the Contractor's review, the employee is acquitted or the matter is otherwise disposed without a conviction, the Contractor shall determine whether there nevertheless is sufficient reason to believe the employee's actions or omissions in the circumstances surrounding the arrest negatively relate to his or her suitability to perform SEPTA-related work, and if the Contractor at any time determines the employee is unsuitable, the Contractor shall permanently bar the employee from all SEPTA service.
- e. Contractor shall continue to notify SEPTA of all information learned, and all steps taken under this paragraph (F2.10.8) in regards to any employee in SEPTA-related work. If SEPTA determines that any Contractor decision towards an employee in SEPTA-related work is in clear violation of the standards in this section (F2.10.c), SEPTA shall notify Contractor accordingly, require Contractor to comply with this section, or failing such compliance impose appropriate liquidated damages.

F2.10.10 Contractor shall impose upon any SEPTA-approved Subcontractor the same minimum standards as established herein for Contractor by the present agreement, and shall establish that the standards set forth herein (F2.10.c) for Contractor's full-time and part-time drivers are carried through and made applicable for and upon all Subcontractor drivers.

F2.11 Driver Accountability

F2.11.1 In addition to the Contractor's present selection procedures, the Contractor shall ensure all drivers meet the driver standards set forth above in Section F.

F2.11.2 SEPTA reserves the right to have any driver removed from SEPTA service on demand.

- F2.11.3 Contractor shall obtain the signature, date and trip board starting time and alighting time of all registered riders who are able to sign. By signing the manifest at day's end, the driver is attesting to the information therein being true and accurate.
- F2.11.4 Contractor shall ensure all drivers perform pre-trip and post-trip inspections, sign manifests, prepare reports and collect fares in accordance with the Scope of Services, and verify the authenticity and accuracy of each.
- F2.12 The Contractor shall designate a staff person to be responsible for supporting the daily operations of the computer system at the contractor's site. Responsibilities shall include but not be limited to trouble shooting, transferring files as required and backing up data.

F2.13 Other Staff Suggested

- Operations Manager
- Billing Staff
- Safety/Risk Manager
- Control Center or Assistance to dispatchers
- Mechanic's Supervisor
- Vehicle cleaning personnel
- Vehicle fuelers/servicing personnel



APPLICATION FOR EMPLOYMENT KING TRANSPORTATION & SERVICES, ET AL

370 CROOKED LAKE, KING OF PRUSSIA, PA. 19406

LIMOUSINE: KING OF PRUSSIA NEW JERSEY DELAWARE DENVER MARYLAND
PARATRANSIT: KING OF PRUSSIA DELAWARE COUNTY DENVER
MOTOR COACH: DELAWARE COUNTY TRANSPORTATION:

PERSONNEL FILE

PERSONAL DATA

Name: (Last, First, Middle) EL Douglas STOWERS DATE 1-3-00

Address: 1711 W Venango ST. Apt. No. 1

City Phila. State PA. Zip 19140

Social Security Number 179-34-1401 Phone: (215) 228-7040

LIST ALL ADDRESSES FOR THE PAST FIVE YEARS

Address 2038 W TIUGAST Apt. No. 3A

City Phila. State PA. Zip 19140

Address 2250 N. 12th ST Apt. No. 3B

City Phila. State PA. Zip _____

Address 6734 Wyncote Ave Apt. No. 2nd FL.

City Phila. State PA. Zip 19138

Are you legally eligible for employment in the United States? Yes No (Proof Required)

Driver Experience & Qualification: Answer the questions in this section only if applying for driver position.

Date of Birth 1 25 45 The U.S. Dept. of Transportation requires that driver applicants state
Month/Day/Year their date of birth (391.21(b)(2))

Position Applying For DRIVER Date Available 1-17-00

How Did You Learn Of Us? NEWSPAPER Ad Referred By N/A

EDUCATION

Circle Highest Grade Completed: 1 2 3 4 5 6 7 8 9 10 11 12 College: 1 2 ③ 4 Degree ASSOCIATE

Last School Attended COMBS College of MUSIC BREV MARR PA.

Special Training: (Defensive Driving, Job-Related) N/A

What Languages Do You Speak? (English Required) English

APPLICANT'S NAME: D. J. S. EL DATE 1-3-00

EMPLOYMENT HISTORY (To insure Regulatory Compliance, show all employment for past ten years / attach separate sheet if necessary).

Employer: LABOR TEAM Supervisor's Name: John BRADBEE
Address: 3626 N. BROAD ST. Phila. PA. Phone (215) 226-0800
Position Held: Shipping Clerk From: 10 94 To: 00 Salary: \$6.00 HR

Reason for Leaving: WANT BETTER EMPLOYMENT
Employer: PRATT PERSONEL SERVICES ^{KMART WAREHOUSE} Supervisor's Name: Cindy MADONIS ^{AT KMART GEDDGE}
Address: 7434 FRANKFORD AVE Phil. PA. Phone (215) 331-4250

Position Held: WAREHOUSE LABORER From: 9 98 To: 0 99 Salary: 7.50 HR
Reason for Leaving: WANTED PERMANENT JOB AND CHANCE TO ADVANCE

Employer: Wm. Stetchick & Sons Supervisor's Name: Joe Alteri
Address: N.E. CORNER 18th + Allegheny Ave Phone () FORGOT
Position Held: MATCHER From: 2 96 To: 9 98 Salary: PIECE WORK
Reason for Leaving: LAI D OFF

Employer: FOX CONST. COMPANY Supervisor's Name: _____
Address: 2545 KAREN LA. HATBORO PA. Phone () FORGOT
Position Held: LABOR FOREMAN TRUCK DRIVER From: 9 85 To: 12 95 Salary: 8 HR
Reason for Leaving: LAI D OFF

Employer: WARMINISTER MASONRY CO. Supervisor's Name: BOB RINKER
Address: 5th + YORK RD. WARMINISTER PA. Phone () _____
Position Held: LABORER From: 8 64 To: 12 72 Salary: \$3 50 HR
Reason for Leaving: _____

Employer: _____ Supervisor's Name: _____
Address: _____ Phone () _____
Position Held: _____ From: _____ To: _____ Salary: _____
Reason for Leaving: _____

EMPLOYMENT HISTORY (To insure Regulatory Compliance, show all employment for past ten years / attach separate sheet if necessary).

Last Employer: LABOR TEAM Temp Emply^{ent} Supervisor's Name: John Brande

Address: 3626 N. Broad St. Phone (215) 226-0800

Position Held: Shipping Clerk From: 10 99 To Now Salary: \$6⁰⁰ hr

Reason for Leaving: Seeking PERMANENT employment. A lot more work

Employer: PRATT PERSONEL Services Supervisor's Name: CINDY

Address: 7434 FRANKFORD Ave Phone (215) 331-4250

Position Held: WAREHOUSE/LABORER From: 9 95 To 8 99 Salary: 7.50⁰⁰ hr

Reason for Leaving: No chance for advancement

Employer: Sietchick & Sons Supervisor's Name: Joe Alteri

Address: N.E. Cor. 18th Allegheny Ave. Phone (FORGOT)

Position Held: MATCHER From: 2 96 To 9 98 Salary: PIECE WORK

Reason for Leaving: Laid off due to down size in factory

Employer: Fox Construction Co. Supervisor's Name: Herb & Mike Fox

Address: 2545 Karen Lane Hatboro, PA Phone () FORGOT

Position Held: Foreman & Driver From: 9 85 To 2 98 Salary: 9⁰⁰ hr

Reason for Leaving: Laid off

MILITARY SERVICE (Optional)

Branch of Service: N/A Type of Discharge: _____

Date of Service: _____ Highest Rank Attained: _____

Duties / Special Training: _____

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE

Interview Date: _____ Interviewed By: _____

Applicant Hired (Position): _____ Date of Hire: _____

Applicant Not Hired (Reason): _____

Comments: _____

CRIMINAL BACKGROUND (To Insure Regulatory and Contractual Compliance, attach separate sheet if necessary).

Have you been convicted of a crime or been imprisoned during the last ten years? Yes No

Do you have a conviction record for driving under the influence of alcohol or drugs (DUI)? Yes No

Do you have a conviction record for any felony or misdemeanor of moral corruption or violence against Any other person? Yes No

Do you have a conviction record for any felony or misdemeanor for any crime against others' property or any crime involving firearms, explosives, or other dangerous articles? Yes No

Explain "Yes" Responses:

Date of Offense: 1960 At Age 15 I WAS INVOLVED IN A GANG INCIDENT

Location of Offense: City/Town Phila State PA - County _____

Nature of Offense: HOMICIDE

Disposition of Case: (Conviction - Conviction w/Probation - Imprisoned - Etc.)

(Disposition Date & Details) SERVED 3 TO 10 YRS WALKED OFF PAROLE OF 7 YRS

Are you Currently on Parole or Probation? Yes No

(Explain in Detail w/Specific Dates and Reason) _____

APPLICANT MUST READ AND SIGN

I CERTIFY THAT I HAVE READ AND UNDERSTOOD ALL OF THIS EMPLOYMENT APPLICATION. IT IS AGREED AND UNDERSTOOD THAT THE EMPLOYER OR HIS AGENTS MAY INVESTIGATE MY BACKGROUND TO ASCERTAIN ANY AND ALL INFORMATION OF CONCERN TO MY EMPLOYMENT HISTORY, WHETHER SAME IS OF RECORD OR NOT, AND I RELEASE EMPLOYERS AND OTHER PERSONS NAMED HEREIN FROM ALL LIABILITY FOR ANY DAMAGES ON ACCOUNT OF FURNISHING SUCH INFORMATION. I UNDERSTAND THAT, AS AN APPLICANT FOR A POSITION WITH THIS COMPANY, I MAY BE ASKED TO DEMONSTRATE THROUGH TRIAL OR STUDENT TRIPS OR OTHER MEANS, THAT I AM CAPABLE OF PERFORMING TASKS WHICH ARE PERTINENT TO THE JOB, DURING MY PROBATIONARY PERIOD. I ALSO UNDERSTAND THAT IF OFFERED A JOB, IT MAY BE CONDITIONED ON THE RESULTS OF A PHYSICAL EXAMINATION AND DRUG TEST.

I FURTHER CERTIFY THAT I AM A GENUINE APPLICANT FOR EMPLOYMENT AND THIS APPLICATION IS BEING SUBMITTED SOLELY FOR THE PURPOSE OF SEEKING EMPLOYMENT WITH THE EMPLOYER AND FOR NO OTHER REASON.

IT IS ALSO AGREED AND UNDERSTOOD THAT UNDER THE FAIR CREDIT REPORT ACT, PUBLIC LAW 91-508, I HAVE BEEN TOLD THAT THIS INVESTIGATION MAY INCLUDE AN INVESTIGATIVE CONSUMER REPORT, INCLUDING INFORMATION REGARDING MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING.

I AGREE TO FURNISH SUCH ADDITIONAL INFORMATION AND COMPLETE SUCH EXAMINATIONS AS MAY BE REQUIRED TO COMPLETE MY EMPLOYMENT FILE.

I ALSO UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF INFORMATION OR FACTS MAY RESULT IN MY REJECTION OR DISMISSAL.

IF HIRED, I AGREE TO ABIDE BY ALL THE RULES AND POLICIES OF THE EMPLOYER.

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

1-3-00

DATE

Douglas S. G.

APPLICANT SIGNATURE

PLAINTIFF'S
EXHIBIT
E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DOUGLAS EL	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	NO. 02-3591
	:	
SOUTHEASTERN PENNSYLVANIA	:	JURY TRIAL DEMANDED
TRANSPORTATION AUTHORITY	:	
	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Jennifer L. Maxwell, do hereby certify that on the date set forth below, I caused to be served a true and correct copy of Plaintiff's First Amended Complaint by mailing same, first class mail, postage prepaid upon the following individual:

Dennis L. Scanlon, Esquire
Saul H. Krenzel and Associates
The Robinson Building
42 South 15th Street
Suite 800
Philadelphia, PA 19102

November 13, 2002


Jennifer L. Maxwell
Paralegal