

Welcome to the newest version of Schiff Hardin's online Labor & Employment Update. To provide you with quick and simple access to updates on labor and employment issues, we have prepared a summary of noteworthy items with links to the full articles on the Schiff Hardin website. If you prefer, you may see and print the full text of the newsletter by clicking [here](#) or by clicking on the link at the top right of the Update.


U.S. Supreme Court Addresses the Burden Placed Upon a Plaintiff Claiming Superior Qualifications

The United States Supreme Court recently clarified a plaintiff's burden in establishing race discrimination under Title VII and 42 U.S.C. § 1981. In *Ash v. Tyson Foods, Inc.*, the Supreme Court considered, and rejected, the Eleventh Circuit Court of Appeals' new qualifications standard, which would have required the plaintiff in a failure to promote case to establish that he or she was far superior to the successful candidate. Of particular interest in the Supreme Court's decision was its rejection of the Eleventh Circuit's suggestion that disparity of qualifications need be "so apparent as to virtually jump off the page and slap you in the face," and its finding that the use of the word "boy" could evidence discriminatory intent.

Tyson promoted two white employees to the position of shift manager, passing over two African-American internal applicants. The African-American employees sued in the Northern District of Alabama alleging race discrimination. At trial, evidence was presented that the plant manager responsible for the disputed hiring decisions had referred to each of the petitioners as "boy" on previous occasions, and that their qualifications were superior to those of the successful applicants. The Eleventh Circuit Court of Appeals held that in order for the plaintiffs to show that the company's decision was pretextual, they must demonstrate that the disparity of qualifications is "so apparent as virtually to jump off the page and slap you in the face."

The Supreme Court found that the Eleventh Circuit's "jump off the page and slap you in the face" visual image was "unhelpful and imprecise as an elaboration of the standard for inferring pretext from superior qualifications." The Court declined to define a more precise standard or to rule on the plaintiffs' evidence in the case, but rather stated that "some formulation other than the test the Court of Appeals articulated in this case would better ensure that trial courts reach consistent results."

The Supreme Court also held that the Eleventh Circuit erred in holding that the use of a word like "boy," by itself, does not evidence discriminatory intent. The Court noted that a speaker's meaning may depend on various factors including context, inflection, tone of voice, local custom, and historical usage. While acknowledging that use of a word such as "boy" will not always be evidence of racial animus, the Court reasoned that it is not necessarily true that the term, standing alone, is always benign.

The Supreme Court's rejection of the Eleventh Circuit's proposed qualifications standard makes it easier for plaintiffs to support their claims. This case serves as a reminder that courts may require an employer to show objectively why the successful candidate was indeed more qualified — something which is not always an easy task if more than one candidate is minimally qualified. 

Illinois Supreme Court Endorses Enforcing Arbitration Agreements in the Employment Setting

The Illinois Supreme Court has joined several federal courts in finding that the enforceability of mandatory arbitration agreements for certain employment claims should be analyzed according to general contract standards. In *Melena v. Anheuser-Busch, Inc.*, the court rejected the heightened "knowing and voluntary" standard advocated by the employee in favor of the more employer-friendly approach of viewing an arbitration agreement like other contracts. Following these principles, the court enforced the agreement to arbitrate, requiring the employee to arbitrate her workers' compensation retaliation claim against her former employer. The *Melena* decision could have broad-reaching effects on the utilization and enforceability of employer arbitration programs in Illinois.

In 2000, Anheuser-Busch implemented a dispute resolution program for its employees that required the arbitration of "employment-related claims against the company and individual managers acting within the scope of their employment, regarding termination and/or alleged unlawful or illegal conduct on the part of the company." The company forwarded materials describing the program to its employees, including a policy statement which stated that "by continuing or accepting an offer of employment with Anheuser-Busch" the employees agreed as a condition of employment to submit all covered claims to the dispute resolution program. Anheuser-Busch also conducted a presentation and question and answer session on the new dispute resolution program, and placed posters about the new program throughout the facility. The following year Anheuser-Busch distributed a new employee handbook which included a description of the program and referenced the program materials, and required employees to sign an acknowledgment form in which they agreed to adhere to the policies and procedures set forth in the handbook, and acknowledged that the handbook did not create an employment contract.

The plaintiff, who had suffered a work-related injury and filed a workers compensation claim in 2002, was terminated by Anheuser-Busch in March, 2003 while out on temporary total disability. She filed a complaint in state court alleging that Anheuser-Busch discharged her in retaliation for her filing the workers' compensation claim. The court denied Anheuser-Busch's motion to compel arbitration of the claim. The appellate court affirmed, finding that the arbitration agreement was not enforceable because the plaintiff had not entered it "knowingly and voluntarily." The appellate court also noted that it had "serious reservations" about whether an agreement to arbitrate offered as a condition to employment could ever be "voluntary".

The Illinois Supreme Court reversed, finding that the liberal policy favoring arbitration agreements set forth in the Federal Arbitration Act required courts to analyze the enforceability of employment arbitration agreements according to general contract principles, and not a heightened "knowing and voluntary" standard. The court went on to find that the employee's continued employment constituted sufficient consideration for the enforcement of the arbitration agreements. The court also rejected the plaintiff's argument that mandatory arbitration contravened the public policy behind the retaliatory discharge cause of action, noting that nothing in the Workers Compensation Act or case law regarding retaliatory discharge revealed an intent to preclude waiver of judicial forum for such claims. Because the arbitration agreement in this instance did not limit the plaintiff's remedies, arbitration could serve the same remedial and deterrent functions of litigation. That the arbitration agreement required the employer to pay all costs of arbitration was also relevant as it vitiated any argument that arbitral costs would preclude plaintiffs from vindicating their statutory rights.

While it is difficult to predict the reach of the decision, it is clear that, in least some instances, mandatory agreements to arbitrate statutory employment claims are enforceable. Companies that have mandatory arbitration agreement should review these agreements in light of the *Melena* decision. Those that do not

should consider implementing arbitration agreements as a means to avoid litigation. 🗣️

Former Employee's Data Deletion on Company Computer Constituted a Violation of Federal Law

The U.S. Court of Appeals for the Seventh Circuit recently addressed how employers can protect themselves against the misuse, deletion and destruction of valuable company information stored on employer-owned computers. In *International Airport Centers, LLC v. Citrin*, an employer sought to hold its employee liable under the Computer Fraud and Abuse Act ("CFAA"), the federal statute enacted to protect companies from destructive and fraudulent acts to their computers. The Act provides for civil and criminal penalties against an individual who "knowingly causes the transmission of a program, information code, or command, and as a result of such conduct, intentionally causes damage without authorization, to a protected computer..."

International Airport Centers ("IAC"), a company engaged in the real estate business, hired Citrin to identify properties for possible purchase by IAC, and loaned Citrin a laptop to record the data that he collected in the course of his work. Citrin decided to leave the company and start his own business. Before returning the computer to his employer, Citrin deleted the proprietary data he had obtained on IAC's behalf. He did not merely press delete; he installed a "secure-erasure program" which wrote over deleted files and prevented data recovery. The employer did not have another source or duplication of the deleted information.

When IAC filed suit against Citrin claiming that his deletion of files violated the CFAA, Citrin contested liability, arguing that act of erasing a file did not qualify as a "transmission". The Seventh Circuit disagreed and found that the act of downloading a secure-erasure program with the intent to damage the computer's files was, in fact, a "transmission" in violation of the Act. The court relied on the statutory language "includ[ing] 'any impairment to the integrity or availability of data, a program, a system, or information'" in reaching this decision, and made a special distinction between the mere deletion of information or removal of index entries and pointers to the data files, and the actual download of a secure-erasure program. Because Citrin's download of the secure-erasure program caused damage through the deletion of important proprietary information, he committed a "transmission" and violated the Act. The court also noted that it would be reluctant to find a "transmission" solely in an act such as pressing the delete or erase button.

This case serves as a reminder that employees who violate the CFAA can be assessed penalties. Employers would be wise to check computers returned from departing employees to determine whether any secure-erasure programs or viruses were downloaded, or whether the employee improperly deleted proprietary data or related information. 🗣️

Georgia Supreme Court Gives Green Light To Enforcement Of No-Solicit Covenant

Although courts in Georgia have historically disfavored post-employment covenants that restrict the ability of former employees to engage in competitive activities, a recent ruling from the Georgia Supreme Court illustrates that employers can protect their customer relationships through a reasonable non-solicitation provision, even if it lacks a geographic restriction.

In *Palmer & Cay v. Lockton Co.*, three former insurance brokerage employees left Savannah-based Palmer & Cay (which subsequently became part of Wachovia Insurance Services) to join Lockton, a competing company in Atlanta. The employees and Lockton then filed a declaratory judgment action to determine the enforceability of a post-employment non-solicitation clause in agreements the employees

had signed with Palmer & Cay. Although the trial court and the intermediate appellate court both agreed with the employees that the covenant in question was unenforceable, the Georgia Supreme Court viewed the matter differently and distinguished its prior precedent.

The court focused on the question of whether the non-solicitation covenant was unenforceable due to the lack of any restriction placed on the period of time during which the employees had served Palmer & Cay's customers. The court held that a two-year post-employment restriction preventing former employees from doing business with customers that they served during their employment was enforceable despite the lack of a geographic limitation. In addition, the court rejected the former employees' argument that the customer no-solicit provision was overbroad and unenforceable because it applied to all customers with whom they had contact during the full terms of their employment.


In support of its ruling, the court noted that Palmer & Cay was seeking to protect its current customer relationships, not those with former customers, and explained: "The employer's recognized interest in protecting its customers is not diminished by the length of time since the employee may have ceased to serve the customer, but depends instead on the fact that the customer relationship was either established or nurtured by the employee. This is true because the risk that a former employee may take unfair advantage of personal contacts developed in establishing or nurturing the customer relationship still exists even after such direct and immediate contacts have ended."

In language that may be heartening to employers that hope to enforce protective covenants, the court also stated: "There is no legal basis for the judiciary to interfere in the affairs of the workplace, and to set aside a restrictive covenant which, for a reasonable two-year period, limits a former employee from engaging in the post-termination solicitation of any of his former employer's customers whom he personally served during his tenure of employment.."

It should be noted that, as is common in restrictive covenant cases, the court focused on the particular facts and circumstances, which in this instance involved three employees who had worked for Palmer & Cay for 5, 10 and 11 years, respectively, and who had "freely accepted" the provision that their employer had sought.

The lone justice who dissented from the majority's opinion also reiterated the case-by-case nature of the analysis in such disputes. "The reasonableness of the restriction is heavily dependent upon the facts and circumstances surrounding the case, and in determining reasonableness, consideration must be given to the employee's right to earn a living and the employee's ability to determine with certainty the area within which his or her post-employment actions are restricted," wrote Justice Hines in his dissenting opinion.

While assessing the same facts and circumstances as the majority, he nonetheless viewed the case from a different perspective, stating that the covenant at issue was "anything but narrow."

The *Palmer & Cay v. Lockton* ruling will now stand as additional precedent for courts in Georgia that are asked to analyze the enforceability of post-employment covenants, but it also may be useful in efforts to inform and persuade courts in other jurisdictions. 

California Supreme Court Clarifies Plaintiff's Burden of Proof in Sexual Harassment Claims

In a decision widely welcomed by employers, the California Supreme Court recently clarified what an employee alleging sexual harassment under California law must establish to support her claim. In

reaching its finding, the court relied upon the premise that the creative nature of a workplace necessarily impacts the strength of a sexual harassment claim. In *Lyle v. Warner Brothers Television Productions*, a writing assistant on the *Friends* television show complained that sexually graphic and vulgar language used by male and female writers created a hostile work environment. The California Supreme Court rejected her claim and upheld the lower court's grant of summary judgment in favor of the employer.

In rejecting Lyle's claim, the California Supreme Court reiterated that the same standards that govern Title VII sexual harassment claims also cover claims under California law. Under both statutes, a plaintiff must show both that the harassing conduct was "because of sex" and that it was severe or pervasive. The court found that despite Lyle's graphic allegations, the only language that could have qualified as severe or pervasive had not been directed at Lyle (or women). She thus failed to meet the "because of sex" requirement. As the court stated, the "mere discussion of sex or use of vulgar language" that is not directed at a particular employee or toward one gender in particular is not "because of sex."

In all, while the court's emphasis on the "because of sex" requirement is heartening, the *Lyle* case should not be over-read. The conduct alleged was particularly graphic, but Lyle's workplace — where writers developed a sexually-charged television show — was truly unique. This same conduct would likely be deemed impermissible harassment in other workplaces. As a result, no employer, regardless of its industry, should take the *Lyle* decision as a license to allow a sexually charged working environment.

The true impact of the *Lyle* decision will be seen in future cases. We will continue to keep you apprised of developments in this area. 🗨️

Workstation Modifications to Enhance Health and Safety Overall Must Still Accommodate Specific Disabilities

The Third Circuit Court of Appeals recently sounded a cautionary note for employers seeking to improve the health and safety of their workplaces by requiring job rotations or modifying work stations. In *Turner v. Hershey Chocolate USA*, the court found that a modification to a workstation system which was designed to enhance safety and health overall could violate the American with Disabilities Act ("ADA") if the modification fails to accommodate employees with disabilities.

Janet Turner had been employed with Hershey since 1985. In 1999, she returned to work after a surgery with work restrictions and was assigned to a "light duty" position as an inspector. Hershey employed six people in these inspector positions, two at each of its three production lines. On two of the lines, the inspectors worked from a seated position; at the third, the inspectors stood. The seated positions were perceived as being less strenuous than those on the third line.

In 2001, Hershey learned that its inspectors were experiencing a relatively high level of repetitive stress injuries. Seeking to reduce the frequency of such injuries, Hershey instituted a rotation system. Each of the six inspectors rotated positions each hour, enabling them to work from both sitting and standing positions and to use both their left and right arms. Turner objected to the new rotation system and presented Hershey with a letter from her attorney requesting exemption from it. She also presented a new work restriction form from her physician with more severe work restrictions. Hershey declined to exempt Turner from the rotation. Turner, a union employee, applied for and received disability benefits. Near the end of her two-year leave, Turner filed suit against Hershey, claiming discrimination under the ADA for failing to accommodate her disability. The district court granted summary judgment in favor of Hershey, but the Third Circuit reversed that finding and remanded for further proceedings.

Considering the merits of Turner's claim, the court found that two questions of fact existed, precluding

resolution on summary judgment. First the court considered whether the rotation system instituted by Hershey was an "essential function" of the inspector position. The court found that the fact that the rotation system was new, that it was not part of the collective bargaining agreement, that the written job description of inspector made no mention of the system, and that the rotation itself would consume very little of the workday weighed against a finding that the ability to rotate was an essential function of the inspector position. The court also considered whether exempting Turner from the rotation system was a "reasonable accommodation, as it would disrupt the rotation system which was helping prevent injury to other inspectors." However, the court determined that whether excluding Ms. Turner from the rotation would create a "direct threat" to employee safety (the applicable standard) was a question for the jury. 🗨️

D.C. Circuit Remands NLRB's 2004 *Bunting Bearings Corp.* Decision and Questions Legality of Lockout of Non-Probationary Workers

Employee lockouts and the proper standards for reviewing their legality have received significant attention in recent years by the National Labor Relations Board and federal circuits. The United States Court of Appeals for the District of Columbia Circuit recently provided yet another look at this complex area of labor law when it questioned whether bearings manufacturer Bunting Bearings' lockout of non-probationary unit members, while allowing workers in their 90-day probationary period to continue working, was an unfair labor practice. Depending on the NLRB's decision and analysis on remand, this case could have a far-reaching impact on how the NLRB and courts assess the legality of lockouts and partial lockouts.

The collective bargaining agreement between Bunting Bearings and the Paper, Allied Industrial, Chemical and Energy Workers International Union required new workers to go through a probation period of 90 days, during which period the workers had no seniority rights, no paid holidays or sick leave, and no health benefits for the first 45 days. Workers were required to join the union at the end of the 90 days. After Bunting Bearings and the union reached an impasse in negotiations for a new collective bargaining agreement, Bunting Bearings locked out the union workers, but continued its operations using the probationary workers, as well as supervisors, clerical workers, and workers from other plants. Bunting Bearings then sent a letter to the non-probationary union employees, inviting them to return to work under the terms of its final offer, and when the union rejected the offer and commenced a strike, a number of the locked-out nonprobationary workers crossed the picket line and returned to work. A majority of the workers then signed a petition stating they did not want to be represented by the union, and Bunting Bearings withdrew its final contract offer and withdrew union recognition.

The NLRB dismissed the union's unfair labor practice charge, finding that the partial lockout was legal since Bunting Bearing's decision was based not upon membership in or support of the union, but rather on the workers' probationary status - with its accompanying difference in economic interest and limited contractual rights. According to the NLRB, Bunting Bearings' desire to put pressure on the group that actually controlled the decision to accept its bargaining proposals was legitimate. The NLRB found further support in the fact that the union itself had differentiated between the two groups by not allowing the non-probationary employees to vote on the strike. Based on this, it also held that the company's withdrawal of union recognition based on the decertification petition signed by a majority of the union workers was legal.

On the union's petition for review, the D.C. Circuit remanded the case to the NLRB, stating that the decision was inconsistent with the controlling precedent set forth in the Supreme Court's landmark *NLRB v. Great Dane Trailers* decision. Under *Great Dane Trailers*, the burden is on the employer to present evidence demonstrating that a lockout was motivated by legitimate objectives. The D.C. Circuit held that in this instance, Bunting Bearings had not met this standard, and thus remanded the case back to the

NLRB for a determination as to whether the decertification petition was tainted.

While *Great Dane Trailers* and its progeny have been interpreted in numerous decisions by the NLRB and courts, the law on legality of lockouts is continuously evolving and developing. We will be closely monitoring the NLRB's application of *Great Dane Trailers* in the remand of *Bunting Bearings*, and will keep you apprised of the outcome. 📍

McDonnell Douglas — An Evolving Proposition

A recent decision from the U.S. Court of Appeals for the District of Columbia suggests that the four-part *prima facie* case that courts have utilized to analyze discrimination claims since the Supreme Court's landmark 1973 *McDonnell Douglas Corp. v. Green* decision may be changing. In *Chappell-Johnson v. Powell* the court relied on a three-part *prima facie* case, allowing an employee to meet her burden by showing that she suffered an unfavorable employment action which "gives rise to an inference of discrimination." The approach set forth in *Chappell-Johnson* considerably broadens the ways in which employees can satisfy their *prima facie* burdens in failure-to-promote — and possibly other — cases.

Chappell-Johnson claimed that the FDIC's (her employer's) decision not to promote her violated Title VII and the Age Discrimination in Employment Act. Relying on *McDonnell Douglas*, the district court granted the FDIC's motion for summary judgment on the basis that Chappell-Johnson could not establish all four requirements of her *prima facie* case: (i) that she belongs to a protected class; (ii) that she applied and was qualified for a job for which the employer was seeking applicants; (iii) that despite her qualifications, she was rejected; and (iv) that after her rejection, the position remained open and the employer continued to seek applicants from persons of complainant's qualifications. The district court found that because the position Chappell-Johnson sought was never filled, she could not establish the fourth prong of her *prima facie* case and thus could not establish an "actionable injury".

The court of appeals reversed. Noting the Supreme Court 's emphasis on "flexibility" in analyzing discrimination cases, the court found that because Chappell-Johnson could produce evidence that gave rise to an inference of discrimination, the fact that the position she sought was never filled did not doom her claim. Specifically, the court found that Chappell-Johnson's argument that non-African-American and younger employees were given the opportunity to compete for a vacant position where she was not could satisfy her *prima facie* burden.

If other circuits adopt the D.C. Circuit's approach, a plaintiff's inability to establish one of the prongs of her *prima facie* case may not be determinative. In failure to hire and promote cases, employers may not be shielded by the fact that the position applied for was not filled. If this formulation is adopted, a plaintiff would be able to satisfy her *prima facie* case by pointing to any conduct or circumstances which *might* give rise to an inference of discrimination, making summary judgment more difficult.

We will be closely monitoring this decision and its treatment by other courts. 📍

Stale Non-Competes Raise Enforceability Questions

Employers who seek to enforce agreements with employees that contain post-employment non-competition or non-solicitation covenants should be aware that a "one size fits all" agreement may be difficult, if not impossible, to enforce, particularly if the provisions are not revised over time to fit an employee's changing duties and responsibilities. A recent federal district court ruling in a disputed restrictive covenant matter aptly illustrates the potential pitfalls in attempting to enforce an agreement that was not revised as an employee progressed up the ladder in the organization.

In *McGough v. Nalco Co.*, a federal district court in West Virginia declined to grant an employer's request for a preliminary injunction against a former employee, declaring that the company was unlikely to succeed in efforts to enforce certain post-employment restrictive covenants.

The case involved a dispute between Nalco, based in Naperville, Illinois, and an employee who was hired at age 24 to work as a sales representative for the company in the coal fields of Alabama. The employee eventually built a 26-year career with the company, taking on increasingly more challenging and senior roles, including account manager, area sales manager, and industry technical consultant.

The agreement in question was signed in 1978. Nalco required McGough to sign a standard-form Field Representative Agreement that contained certain post-employment restrictive covenants but was not job-specific. Significantly, even as he was promoted and transferred among groups within Nalco, he did not sign any new contracts regarding his employment or competition and his original agreement was not supplemented or amended.

After about 26 years with the company, McGough decided to resign, citing the intense workload he faced in his role as an industry technical consultant and the fact that most of his closest colleagues and friends had left the company due to layoffs, resignations or retirements. He noted that the job had become "drudgery" to him and he no longer looked forward to going to work. The company tried to get him to change his mind about leaving and offered to hire him as a part-time consultant to work three days a week. However, the company would not give him details of the offer until he signed a five-year confidentiality agreement, which he declined to do.

After McGough took a job with a competitor, he filed a declaratory judgment action in West Virginia seeking a determination of the parties' rights under the original Field Service Agreement. Nalco filed a counterclaim for breach of the agreement and sought enforcement through a preliminary injunction. In denying the company's preliminary injunction motion, the court focused closely on the equities of enforcing the agreement signed so long ago. "Having entry-level, at-will employees sign non-competition covenants intended to freely float throughout the history of their relationship with a company regardless of new positions, benefits, and responsibilities, is grossly unfair," the court stated. Significantly, the court noted as to the post-employment restrictive covenants that "enforceability of such provisions in equity must be determined at the time the relief is sought."

The court added: "[E]quity prevents enforcement of these agreements when an employee's position has changed as dramatically as Mr. McGough's did from the time he signed the agreement as a twenty-four year old, entry-level employee to the time he resigned as one of the top men in his field."

The lesson to be learned from this recent ruling is that employers who wish to retain the benefit of post-employment restrictive covenants should review and revise or amend agreements with such provisions to fit an employee's changing roles and circumstances. 🧠

Schiff Hardin's Labor and Employment Group Welcomes Eric L. Barnum

We are pleased to announce that Eric L. Barnum has joined Schiff Hardin as a partner in the Labor and Employment Group. He will be based in our Atlanta office.

Mr. Barnum is an experienced trial lawyer practicing in all areas of employment law and employment litigation, including wrongful discharge, discrimination and hostile environment harassment litigation, labor arbitration, and analysis of personnel practices and procedures. He also has extensive experience in multiparty, complex civil litigation, including class actions, wage and hour claims, unfair competition, and

administrative investigations and hearings.

His practice also includes workplace violence intervention and evaluation, as well as obtaining temporary restraining orders and permanent injunctions. Mr. Barnum works with clients in the transportation, manufacturing, utility, health care, retail, education, real estate, banking, and freight management and logistics sectors. He frequently conducts training and educational seminars for lawyers and human resource professionals on various aspects of developing employment law. Mr. Barnum also has a background in career counseling and is an accomplished public speaker on issues of youth mentoring and motivation.

He received his undergraduate degree (B.A., History, *Chancellor's Service Award*, 1991) from the University of California, Los Angeles and his law degree (J.D., *Order of Barristers*, 1994) from the University of the Pacific, McGeorge School of Law. Mr. Barnum is admitted to practice in Georgia and California, as well as before the U.S. District Courts for the Northern District of Georgia, Middle District of Georgia, and Central District of California; the U.S. Courts of Appeals for Ninth Circuit and Eleventh Circuit; and the U.S. Supreme Court.

His memberships include the Pacific-McGeorge Alumni Association (Board of Directors), Pacific-McGeorge Black Alumni Association (Founding Chair), American Bar Association (Labor and Employment Section), National Bar Association, National Employment Law Council (Coordinating Committee), Gate City Bar Association, State Bar of Georgia, State Bar of California, Atlanta Diversity Consortium, Los Angeles County Bar Association (Barristers Executive Committee, 1997-1998), Truancy Intervention Project (Atlanta), and Phi Alpha Delta.

Mr. Barnum widely publishes and speaks. His articles include: "Georgia Unemployment Compensation Law, The Georgia Employer (2001) and "Georgia Law Related to Workplace Violence," The Georgia Employer (2001). His lecture topics include: "Gender and Culture Stereotyping In Litigation" (April 2005), "Employee Selection, Testing, Compensation and Evaluation Systems - Under Renewed Attack By The Plaintiff's Bar" (April 2005), "Sarbanes-Oxley: A 'Brave New World' or a New Order" (April 2004), "Sarbanes-Oxley: The Role of HR in Ethics and Corporate Governance" (April 2004), "EEO Compliance Issues" (March 2004), "Winning Strategies for the Latest Workplace Challenges" (September 2003), and "When Timing is Everything: Early Case Assessment and Cost Saving Strategies to Minimize Litigation" (May 2003). 📍