

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
OFFICE OF PUBLIC HEARINGS**

CHRO, ex rel. MARIA SANCHEZ, : CHRO No. 0430462
Complainant : EEOC. No. n/a

ATLANTIC COMMUNICATIONS, : March 9, 2005
Respondent

**FINAL DECISION
HEARING IN DAMAGES**

I. THE PARTIES

The Complainant is Maria Sanchez, of 10 Willow Street, West Haven, Connecticut 06516. She is represented by Attorney Jeffrey Rosenberg, 23 Kingsbridge Way, Madison, Connecticut 06443. CHRO (also referred to herein as the "Commission") is located at 21 Grand Street, Hartford, Connecticut 06106. The Commission is represented by Raymond Pech, Commission Attorney. The Respondent is Atlantic Communications, of 155 Sackett Point Road (later corrected to 355 Sackett Point Road), North Haven, Connecticut 06473. The Respondent has been identified on the record more specifically as Atlantic Communications Corp., 42-26 28th Street, 2nd floor, Long Island City, New York 11101. The Respondent was unrepresented.

II. PROCEDURAL HISTORY

The Complainant filed her affidavit of Discriminatory Practice on March 12, 2004. CHRO-1. A service letter was mailed to the Respondent at the North Haven address on March 31, 2004. CHRO-3. A computer check indicated the letter was delivered on April 6, 2004 in North Haven. CHRO-2. On May 26, 2004 the Commission sent a reminder letter to the Respondent. CHRO-2. A notice from the Postal Service on February 16, 2005, indicated the reminder letter had been delivered to the corrected North Haven address on June 16, 2004. CHRO-4. On June 22, 2004 the Respondent replied to the Commission from a New York address acknowledging receipt of prior correspondence and generally indicating that future attention might be forthcoming. CHRO-5. On August 2, 2004 the Commission wrote to the Respondent at its New York address requesting an answer and other requested materials. CHRO-6. On October 5, 2004 a default notice was mailed to the Respondent at its New York address (CHRO-7), and the Postal Service confirmed that it had been received on October 7, 2004. CHRO-8. A default for failure to answer was entered on January 5, 2005 (CHRO- 9), and notice of a hearing in damages was mailed to Respondent by certified mail on January 7, 2005. CHRO-10. Receipt of the notice was confirmed by the Postal Service on January 10, 2005. CHRO-11. An amended notice was sent by certified mail on January 12, 2005 (CHRO-12), and the Postal Service confirmed receipt of the notice on January 18, 2005. CHRO-13. A hearing was held at Commission headquarters in Hartford on February 17, 2005, as noticed, but the

Respondent failed to appear on said date, and the Complainant and the Commission appeared and were heard.

III. FINDINGS OF FACT

1. The Complainant began her employment with the Respondent on October 19, 2003.
2. The Complainant was paid a salary of \$500.00 per week. C-1.
3. The Respondent terminated the Complainant on January 14, 2004.
4. The Complainant returned to full time employment on September 9, 2004.
5. As a result of her termination, the Complainant was deprived of thirty-four weeks salary from the Respondent, for a total of \$17,000.00. (Note slight variation from Complainant's computation.)
6. The Complainant made a good faith effort to mitigate her damages.
7. Between January 24, 2004 and July 24, 2004 the Complainant received \$3,718.00 in unemployment compensation benefits. C-3.
8. Between April 23, 2004 and July 2, 2004, the Complainant received pay in the amount of \$2,062.73 from the City of New Haven (Board of Education). C-4.
9. The Complainant registered with Monroe Staffing Services and Kelly Services in an attempt to find employment. C-5&6.
10. Between June 26, 2004 and September 25, 2004 the Complainant received pay from Monroe Staffing Services in the amount of \$2,816.57. C-7. (Note slight variation from Complainant's computation.)

IV. CONCLUSIONS

1. The Commission took all appropriate steps to bring this complaint to a hearing in damages.

2. The default order was properly entered as a result of the Respondent's having failed to answer the allegations in the Complainant's complaint, and having failed to provide the Commission with requested information.

3. In a hearing in damages following a default order, the Complainant need not prove the Respondent's liability. All relevant allegations in the complaint are deemed admitted, and thus the Respondent is deemed to have wrongfully terminated the Complainant on the basis of her sex (female) in violation of General Statutes §§ 46a-58(a), 46a-60(a)(1) and Title VII of the Civil Rights Act of 1964, as amended. The hearing in damages was therefore limited to determine the appropriate relief to make the Complainant whole and to eliminate the discriminatory practices.

4. The undersigned is authorized to award relief to make the Complainant whole. General Statutes §§46a-83(i), 46a-86; *State of Connecticut v. Commission on Human Rights and Opportunities*, 211 Conn. 464, 478 (1989). Back pay relief is specifically authorized by General Statutes §46a-86(b).

V. ORDER OF RELIEF

1. The Respondent shall henceforth cease and desist in engaging in any further sexual harassment, including but not limited to the workplace exhibition of pornography and sexually explicit renderings, comments about employee's sexual attractiveness and the utterance of sexually explicit profanity in the presence of employees.

2. The Respondent shall pay "back pay" damages to the Complainant (\$17,000 gross award less \$8,597.30 in mitigation payments) in the amount of \$8,402.70.

3. The Respondent shall pay to the Commission the amount of \$3, 718.00, and the Commission shall transfer this amount to the State of Connecticut Labor Department as repayment of unemployment compensation payed to the Complainant, pursuant to General Statutes § 46a-86(b).

4. The Respondent shall pay prejudgment interest (as per the exercise of my discretion) from January 14, 2004 to the date of this judgment on both awards at the rate of 10% per annum, compounded annually. See: *Silhouette Optical, Ltd. V. Commission on Human Rights and Opportunities*, (Conn. Super.), 10 Conn. Rptr. 599, January 27, 1994 (Maloney, J.).

5. The Respondent shall pay post judgment interest on both awards from the date of this judgment until paid in full at the rate of 10% per annum, compounded annually, pursuant to General Statutes § 37a-3a.

It is so ordered this 9th day of March 2005.

J. Allen Kerr, Jr.
Presiding Human Rights Referee

cc.

Atlantic Communications
Atlantic Communications Corp.
Maria Sanchez
Raymond Pech, Commission Attorney
Attorney Jeffrey Rosenberg