

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

CHERIE SANTAI
518 Union Street
Perkasie, Pennsylvania, 18944

Plaintiff

v.

FRED BEANS FORD, INC.,
876 N. Easton Road
Route 611 and Saw Mill Road
Doylestown, Pennsylvania, 18901

and

FRED BEANS HYUNDAL,
830 North Easton Road
Doylestown, Pennsylvania, 18902

and

**FRED BEANS, Individually and on
behalf of Fred Beans Ford, Inc.,**
876 N. Easton Road
Route 611 and Saw Mill Road
Doylestown, Pennsylvania, 18901

and

ELIZABETH BEANS GILBERT,
**Individually and on behalf of Fred
Beans Ford, Inc.,**
876 N. Easton Road
Route 611 and Saw Mill Road
Doylestown, Pennsylvania, 18901

Defendants

Civil Action No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

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COMPLAINT

COMES NOW Plaintiff, CHERIE SANTAI, by and through her counsel, Craig Thor Kimmel, Kimmel & Silverman, P.C., and states her Complaint against Defendants, Fred Beans Ford, Inc., Fred Beans Hyundai, Fred Beans, Individually and on behalf of Fred Beans Ford, Inc., and Elizabeth Beans Gilbert, Individually and on behalf of Fred Beans Ford, Inc., for termination of her employment as based upon her sex and pregnancy, and in support thereof alleges the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction of the subject matter of this action pursuant to 42 U.S.C. § 2000e-5(f)(3) and 28 U.S.C. § 1331.
2. This Court has jurisdiction over any and all of Plaintiff's state law claims based on supplemental jurisdiction principles arising from 28 U.S.C. § 1367.
3. This action is authorized and instituted pursuant to Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended (42 U.S.C. §2000e *et. seq.*), Section 1981 and the Pennsylvania Human Relations Act ("PHRA"), as amended (43 Pa. C.S.A. §951 *et. seq.*).

- 1 4. Plaintiff exhausted her administrative remedies by filing with the Equal
2 Employment Opportunity Commission (“EEOC”) and the Pennsylvania
3 Human Relations Commission (“PHRC”) within the respective statutory
4 periods following the complained of acts.
- 5
6 5. A Right to Sue letter was issued by the EEOC, and this action is being
7 filed within ninety (90) days of Plaintiff having received the Right to Sue
8 letter.
- 9
10 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the
11 Defendants do business in this district and the events giving rise to the
12 claims occurred in this district.

13
14
15 **PARTIES**

- 16
17 7. Plaintiff, CHERIE SANTAI, is a female who resides at 518 Union Street
18 in Perkasio, Pennsylvania, 18944.
- 19
20 8. At all relevant times, Plaintiff was an “employee” of Defendant Fred
21 Beans Ford, Inc. under the applicable statutes.
- 22
23 9. Defendant FRED BEANS FORD, INC. (hereinafter “Defendant Fred
24 Beans Ford, Inc.” or “Fred Beans Ford, Inc.”) is a Pennsylvania
25 corporation conducting business at 876 N. Easton Road, Route 611 and
Saw Mill Road in Doylestown, Pennsylvania, 18901.

1 10. Defendant FRED BEANS HYUNDAI (hereinafter “Defendant Hyundai”
2 or “Fred Beans Hyundai”) is a Pennsylvania company conducting
3 business at 830 North Easton Road, Doylestown, Pennsylvania, 18902.
4

5 11. Defendant FRED BEANS (hereinafter “Defendant Beans”), Individually
6 and on behalf of Fred Beans Ford, Inc., is the owner of Defendant Fred
7 Beans Ford, Inc. and conducts business at 876 N. Easton Road, Route
8 611 and Saw Mill Road in Doylestown, Pennsylvania, 18901.
9

10 12. Defendant ELIZABETH BEANS GILBERT (hereinafter “Defendant
11 Gilbert”), Individually and on behalf of Fred Beans Ford, Inc., is the Vice
12 President of Defendant Fred Beans Ford, Inc. and conducts business at
13 876 N. Easton Road, Route 611 and Saw Mill Road in Doylestown,
14 Pennsylvania, 18901.
15

16
17 **ADMINISTRATIVE PROCEEDINGS**
18

19 13. Plaintiff filed a charge with the PHRC against Defendants on or about
20 January 23, 2009.

21 14. The PHRC charge was timely cross-filed with the EEOC allegations of
22 which are incorporated within.
23

24 15. On or about September 15, 2009, the PHRC made a Finding of Probable
25 Cause that Defendants unlawfully discriminated against Plaintiff by

1 terminating her employment because of her sex, female (pregnant) in
2 violation of Section 5(a) of the PHRA, 43 P.S. § 955.

3
4 16. Thereafter, on or about February 4, 2010, Plaintiff requested and received
5 a letter from the PHRC notifying her that she has the right to bring an
6 action in court based on the alleged violations of the PHRA contained in
7 her complaint, and Plaintiff has timely commenced this lawsuit. See
8 Exhibit A, February 4, 2010, letter from the PHRC.

9
10 17. On or about March 17, 2010, Plaintiff requested and received a “Right to
11 Sue” letter from the EEOC and has commenced this lawsuit within 90
12 days of receiving that letter. See Exhibit B, March 17, 2010, letter from
13 EEOC.
14

15 **FACTS**

16 18. In or about March 1994, Plaintiff was hired as a part-time Cashier at
17 Defendant Fred Beans Ford, Inc.’s Cadillac automotive dealership in
18 Doylestown, Pennsylvania.

19
20 19. Within 6 months she was promoted to a position in the Accounting
21 Department of Fred Beans Ford, Inc.’s Cadillac location.

22
23 20. In June 1996, Plaintiff was promoted to Assistant Service Manager at
24 Defendant Fred Beans Ford, Inc.’s Chevrolet location where she worked
25

1 until December 2001, when she was promoted to Service Manager of
2 Fred Beans Mitsubishi.

3
4 21. Then, in July 2006, Plaintiff was transferred to Defendant Hyundai and
5 continued to function in the capacity as Service Manager.

6 22. She continued to work in the position of Service Manager at Defendant
7 Hyundai until October 2008, when she was terminated on the basis of her
8 pregnancy.

9
10 23. Plaintiff reported directly to Defendant Beans, owner and Chief
11 Executive Officer of Defendant Fred Beans Ford, Inc.

12 24. Plaintiff's employment was exemplary.

13
14 25. During her time as a Service Manager, Plaintiff regularly attended
15 training courses offered by Fred Beans Ford, Inc. to keep herself
16 informed as to industry trends and practices and procedures of Fred
17 Beans Ford, Inc.

18
19 26. Plaintiff also was competitive and strove to achieve top numbers for Fred
20 Beans Hyundai compared to other Fred Beans locations.

21 27. Her hard work showed as Plaintiff consistently had the among best
22 numbers of the approximately twenty (20) Service Managers working for
23 Fred Beans Ford, Inc. as reported at Fred Beans Ford, Inc.'s Service
24 Manager meetings.
25

1 28. Fred Beans Hyundai also had three of its best months in terms of
2 Adjusted Gross Income in the history of the Fred Beans Hyundai service
3 department during Plaintiff's last year as Service Manager, as reported
4 during Fred Beans Ford, Inc.'s Service Manager meetings.
5

6 29. Sometime in March 2008, Defendant Beans claimed to have "notice[d] a
7 glow" about Plaintiff.
8

9 30. So, Defendant Beans began to tell Plaintiff that she looked "good" and
10 "happy", and inquired whether the Plaintiff was pregnant.

11 31. Then, in April 2008, Plaintiff became pregnant during her employment
12 with Defendant Fred Beans Ford, Inc.
13

14 32. In or around May 2008, Plaintiff informed Defendants of her pregnancy,
15 and Defendant Beans reacted with a look of disgust, causing Plaintiff to
16 believe she had let him down by getting pregnant.
17

18 33. Defendant Beans asked Plaintiff if having "an additional child would
19 effect her hours."

20 34. From May 2008 up and until her termination, Defendants Beans and
21 Gilbert made regular statements to Plaintiff implying that her position
22 with Defendant Fred Beans Ford, Inc. had been adversely affected by her
23 pregnancy.
24
25

1 35. However, Defendants Beans and Gilbert cited to no negative
2 performance on the part of Plaintiff or any specific instances attributable
3 to her pregnancy.
4

5 36. Defendants Beans and Gilbert repeatedly told Plaintiff that a pregnant
6 woman and new mother could not work as a Service Manager, despite
7 the fact that Plaintiff had two other children at home and had never
8 expressed or showed any difficulty completing her duties as Service
9 Manager while pregnant.
10

11 37. Defendant Beans stated to Plaintiff that he was shifting her to a lesser
12 position because of her pregnancy, and told her "Don't sue me for saying
13 that. We already were served with one of those [claims] this week."
14

15 38. Defendant Gilbert asked Plaintiff if she "had made or thought of
16 contingency plans for the service department if she had to go out on
17 maternity leave."
18

19 39. From May 2008 up and until her termination, Plaintiff was required to
20 assist with the hiring and training of her replacement, having been
21 informed by both Defendants Beans and Gilbert that "another position"
22 would be found for her at Defendant Fred Beans Ford, Inc.
23
24
25

1 40. Defendant Gilbert told Plaintiff that it was necessary to find another
2 position for her in the company in case Plaintiff was unable to work
3 while she was pregnant.
4

5 41. On or about August 11, 2008, Defendant Fred Beans Ford, Inc. hired
6 Robert Engle (hereinafter "Mr. Engle"), a male, to serve as Assistant
7 Service Manager for Fred Beans Hyundai location.
8

9 42. On or about October 21, 2008, Defendant Fred Beans Ford, Inc.
10 terminated a number of employees holding positions which were less
11 essential to the daily operations of the business than Plaintiff's position
12 as Service Manager, including Denise Reid, the Fleet Administrator
13 (Leasing Department) and Dawn Scheets, a Marketing Assistant
14 (Advertising Department).
15

16 43. On this same day, Defendant Beans informed Plaintiff that her position
17 had been eliminated.
18

19 44. Upon information and belief, Plaintiff contends that the decision to
20 terminate her was made by Defendants Beans and Gilbert.
21

22 45. Plaintiff was the only pregnant Service Manager.
23

24 46. Plaintiff was the only service manager terminated, despite having better
25 performance numbers than her peers.

1 47. Defendant Beans assured Plaintiff that her work performance was
2 “satisfactory” and that she was “eligible to be rehired.” See Exhibit C,
3 Plaintiff’s Employee Exit Report.
4

5 48. However, Defendant Beans also indicated on Plaintiff’s Exit Report that
6 the “lack of work was permanent.” See Exhibit C.
7

8 49. Just days after her termination, Plaintiff learned that her position, which
9 had been “eliminated”, was filled by a less-experienced male employee,
10 Mr. Engle.

11 50. Mr. Engle had fewer years experience than Plaintiff, was with the
12 company only two (2) months, and had not undergone any of the training
13 courses that Plaintiff had attended during her time with Fred Beans Ford,
14 Inc.
15

16 51. Defendant Fred Beans Ford, Inc. announced Mr. Engle’s hiring as
17 Plaintiff’s replacement by sending “service mailers” out to its customers
18 identifying Mr. Engle as the Service Manager for Hyundai.
19

20 52. Also, following her termination, Plaintiff received an automated phone
21 message from Defendant Fred Beans Ford, Inc. wherein Mr. Engle
22 identified himself as Fred Beans’ Hyundai’s Service Manager.
23

24 53. Upon information and belief, Plaintiff contends that Defendants were
25 motivated to terminate her because they did not want to be

1 inconvenienced by staffing problems when Plaintiff became eligible to
2 take maternity leave.

3
4 54. Defendants' reasons for terminating Plaintiff are a pretext for
5 discrimination.

6 55. Defendants' termination of Plaintiff was without cause or justification.

7
8 56. As a result of her termination by Defendants, Plaintiff has sustained
9 damages including, but not limited to, lost compensation and benefits,
10 lost career opportunities, damage to her career path and professional
11 reputation, humiliation, pain and suffering, and emotional distress.

12
13 57. Defendant Fred Beans Ford, Inc. ratified all the actions of its employees,
14 including Defendants Beans and Gilbert, by failing to reinstate Plaintiff.

15
16 **CONSTRUCTION OF THE LAW**

17 58. Title VII, as amended in 1978 by the Pregnancy Discrimination Act,
18 provides that "women affected by pregnancy, childbirth, or related
19 medical conditions shall be treated the same for all employment related
20 purposes...as other persons not so affected but similar in their ability or
21 inability to work." 42 U.S.C. § 2000e(k).

22
23 59. To establish a prima facie case of pregnancy discrimination, a plaintiff
24 must show (1) that the employer had knowledge of the plaintiff
25

1 employee's pregnancy; (2) that the plaintiff was qualified for the job; (3)
2 that she suffered an adverse employment action; and (4) that there is
3 some nexus between her pregnancy and the adverse employment action.

4
5 See Doe v. C.A.R.S. Protection Plus, Inc., 527 F.3d 358, 365 (3d Cir.
6 2008).

7
8 60. There is employment discrimination whenever an employee's pregnancy
9 is a motivating factor for the employer's adverse employment decision.
10 See 42 U.S.C. § 2000e-2(m); Carnegie Center Assoc. v. Rhett, 129 F.3d
11 290, 294 (3d Cir. 1997).

12
13 61. Employer liability under the Pennsylvania Human Relations Act
14 ("PHRA") follows the standards set out for employer liability under Title
15 VII. See Solomen v. Redwood Advisory Co., 183 F. Supp 2d 748, 751
16 (E.D. Pa. 2002).

17
18 **Count I**
19 **VIOLATION OF TITLE VII PREGNANCY DISCRIMINATION**

20 62. Plaintiff incorporates herein by reference the allegations contained in the
21 preceding paragraphs of this Complaint.

22 63. Defendants discriminated against Plaintiff when they terminated her
23 employment.
24
25

1 64. Defendants' discrimination against Plaintiff was knowing, reckless and
2 malicious and was undertaken because of her pregnancy.

3
4 65. By intentionally, willfully and deliberately terminating Plaintiff because
5 of her pregnancy, Defendants violated Title VII.

6 WHEREFORE, Plaintiff pays for the following relief;

7 (a) Order Defendants to compensate Plaintiff for the full value
8 of compensation and benefits she would have received had
9 she not been the victim of unlawful discrimination, with
10 interest thereon;

11
12 (b) Enter judgment in favor of Plaintiff and against Defendants
13 for compensatory and punitive damages under Title VII;

14
15 (c) Enter a permanent injunction, enjoining Defendants from
16 discriminating against Plaintiff in any manner that violates
17 Title VII;

18
19 (d) Order Defendants to pay Plaintiff the costs and expenses of
20 this litigation, including reasonable attorneys' fees; and

21 (e) Grant Plaintiff such further legal and equitable relief as the
22 Court may deem just and proper.
23
24
25

Count II
VIOLATION OF P.H.R.A. PREGNANCY DISCRIMINATION

1
2
3
4 66. Plaintiff incorporates as if fully stated the allegations of the preceding
5 paragraphs of this Complaint.

6
7 67. As a pregnant woman, Plaintiff was dually a member of two protected
8 classes.

9 68. Plaintiff was subject to an adverse employment action.

10 69. Plaintiff was otherwise performing her job at a level that met her
11 employer's expectations.

12
13 70. Plaintiff's position was eventually filled by a person outside her protected
14 class and with less experience.

15
16 71. By intentionally, willfully and deliberately terminating Plaintiff because
17 of her pregnancy, Defendants violated the PHRA.

18 WHEREFORE, Plaintiff prays for the following relief;

19 (a) Order Defendants to compensate Plaintiff for the full value
20 of compensation and benefits she would have received had
21 she not been the victim of unlawful discrimination, with
22 interest thereon;

23
24 (b) Enter judgment in favor of Plaintiff and against Defendants
25 for compensatory and punitive damages under the PHRA;

- 1 (c) Enter a permanent injunction, enjoining Defendants from
2 discriminating against Plaintiff in any manner that violates
3 the PHRA;
4
5 (d) Order Defendants to pay Plaintiff the costs and expenses of
6 this litigation, including reasonable attorneys' fees; and
7
8 (e) Grant Plaintiff such further legal and equitable relief as the
9 Court may deem just and proper.
10

11 **COUNT III**

12 **VIOLATION OF P.H.R.A. SEX DISCRIMINATION**

- 13
14 72. Plaintiff incorporates as if fully stated the allegations of the preceding
15 paragraphs of this Complaint.
16
17 73. Defendants discriminated against Plaintiff because of her sex when they
18 terminated her because she was female and ostensibly unable to perform
19 the same and substantially similar work prior to becoming pregnant.
20
21 74. Plaintiff was replaced by a less qualified male.
22
23 75. By intentionally, willfully and deliberately terminating Plaintiff because
24 of her sex, Defendants violated the PHRA.
25

1
2 WHEREFORE, Plaintiff pays for the following relief;

- 3
4 (a) Order Defendants to compensate Plaintiff for the full value
5 of compensation and benefits she would have received had
6 she not been the victim of unlawful discrimination, with
7 interest thereon;
8
9 (b) Enter judgment in favor of Plaintiff and against Defendants
10 for compensatory and punitive damages under the PHRA;
11
12 (c) Enter a permanent injunction, enjoining Defendants from
13 discriminating against Plaintiff in any manner that violates
14 the PHRA;
15
16 (d) Order Defendants to pay Plaintiff the costs and expenses of
17 this litigation, including reasonable attorneys' fees; and
18
19 (e) Grant Plaintiff such further legal and equitable relief as the
20 Court may deem just and proper.
21
22
23
24
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JURY TRIAL DEMAND

Plaintiff demands trial by jury on all counts complained of herein.

RESPECTFULLY SUBMITTED,

DATED: May 19, 2010

KIMMEL & SILVERMAN, P.C..

By: /s/ Craig Thor Kimmel

Craig Thor Kimmel

Attorney ID # 57100

Kimmel & Silverman, P.C.

30 E. Butler Pike

Ambler, PA 19002

Phone: (215) 540-8888

Fax: (215) 540-8817

Email: kimmel@creditlaw.com

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COMMONWEALTH OF PENNSYLVANIA
Human Relations Commission
301 Chestnut, Suite 300
Harrisburg, PA 17101-2702
(717) 787-4410 voice
(717) 787-4087 TTY
www.phrc.state.pa.us

February 4, 2010

Cherie Santai
518 Union Street
Perkasie PA 18944

RE: Cherie Santai v. Fred Beans Ford, Inc.
Case No. 200803533
EEOC No. 17F200961000

Dear Cherie Santai:

It has been one year since you filed your complaint with the Pennsylvania Human Relations Commission. This is to notify you that you now have the right to bring an action in the appropriate Pennsylvania Court of Common Pleas based on the alleged violations of the PHRA contained in your Commission complaint. This right is provided under Section 12(c) of the Human Relations Act, 43, P.S. § 962(c).

Please be advised that you are not required to file such an action in the State Court of Common Pleas. The Commission is continuing to process your case, and we will make every effort to resolve it as soon as possible. If we are not notified otherwise, we will assume that you want the Commission to continue handling your case.

If you do file a complaint in a Court of Common Pleas, the Commission will dismiss your complaint. This means that you will be unable to have the Commission decide your case even if your complaint is dismissed in State Court because of a procedural error. Procedural errors may include filing the complaint in State Court in the wrong county or filing in State Court after your time to file has expired. For this reason, you should make every effort to assure that any complaint you file in State Court will be properly filed before you file it.

If you believe you might want to take your case to State Court, we suggest that you consult a private attorney about representing you in that action. This should be done before you file the complaint so that your attorney may advise you on the best course of action for you to take.

Should you file a complaint in State Court, you are required by Section 12(c)(2) of the Pennsylvania Human Relations Act to serve the Human Relations Commission with a copy of the Court complaint. This copy must be served on the Commission at the same time you file it in Court. The copy is to be sent to:

Michael Hardiman, Chief Counsel - Pennsylvania Human Relations Commission
301 Chestnut Street - Suite 300 P.O. Box 3145
Harrisburg, PA 17105-3145

If you have any questions concerning this matter, please feel free to contact the investigator who is handling your case.

Very truly yours,

Arberdella White-Davis
Director of Compliance
AWD: elr



EEOC Form 161-B (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Cheri Santal
518 Union Street
Perkasie, PA 18944

From:
Equal Employment Opportunity Commission
Philadelphia District Office
801 Market Street, Suite 1300
Philadelphia, PA 19107-3127

On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.	EEOC Representative	Telephone No.
17F-2009-61000	Legal Unit	(215) 440-2828

(See also the additional information attached to this form.)

NOTICE TO THE PERSON AGGRIEVED :

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA) or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII or the ADA **must be filed in federal or state court WITHIN 90 DAYS** of your receipt of this Notice. Otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

- More than 180 days have passed since the filing of this charge.
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of the charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA **must be filed in federal or state court WITHIN 90 DAYS** of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of your charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Phil A. Goldman

Phil A. Goldman
Acting District Director

3/17/10

(Date Mailed)

Enclosure(s)

cc: Fred Bans Ford, Inc.
Craig Thor Kimmel, Esquire (For Charging Party)
William E. Dengler, Esquire (For Respondent)



ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
C

Fred Beans

EMPLOYEE EXIT REPORT

Everything Automotive
Employee Name: CHERIE SANTA Employee #: 1942
Dealership: HYUNDAI Position: SERVICE MGR Last Working Day: 10/21/08

- | | |
|--|---|
| <input checked="" type="checkbox"/> Lack of Work | <input type="checkbox"/> Voluntary Quit (Attach Resignation Letter) |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> Seasonal Help |
| | <input type="checkbox"/> Discharge |

REASON FOR LEAVING:
REORGANIZATION - POSITION ELIMINATED
DOE TO ECONOMIC CONDITIONS

- ITEMS DUE FROM EMPLOYEE:**
- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Uniform | <input type="checkbox"/> Safety Glasses | <input type="checkbox"/> Keys |
| <input type="checkbox"/> Alarm Code | <input type="checkbox"/> Beeper | <input type="checkbox"/> Dealer Tag |
| <input type="checkbox"/> Accounts Receivable | <input type="checkbox"/> Computer ID Access | <input type="checkbox"/> Handbook |
| <input type="checkbox"/> Quality Process Manual(s) | <input type="checkbox"/> Shop Towels/Supplies | <input type="checkbox"/> ID Badge |
| <input type="checkbox"/> Insurance ID Card | <input type="checkbox"/> Co. Documents, Records & Listings | <input type="checkbox"/> Cell Phone |
| <input type="checkbox"/> Other | | |

- ITEMS DUE FROM EMPLOYER:**
- | | | |
|---|--------------------------------|--|
| <input checked="" type="checkbox"/> COBRA | <input type="checkbox"/> 401K | <input checked="" type="checkbox"/> Vacation |
| <input type="checkbox"/> Employee Savings Account | <input type="checkbox"/> Other | |

EMPLOYEE'S SUGGESTIONS AND COMMENTS FOR DEALER IMPROVEMENT:

- PERFORMANCE EVALUATION:**
- Outstanding Satisfactory Marginal Unsatisfactory

- ATTENDANCE RECORD:**
- Outstanding Satisfactory Unsatisfactory

Is this employee rehirable? Yes No In the same capacity? Yes No
If you answered no to either question, please explain:

Comments:
Employee's Signature Cherie Santai Date 10/21/08
Manager's Name (Please Print) _____
Manager's Signature Fred Beans Date 10/21/2008

A. VOLUNTARY QUILTS

- 1. Another job
- 2. Relocated to another area
- 3. Personal reasons/retirement
- 4. Health or pregnancy
- 5. Dissatisfied with job/working conditions
- 6. Family obligations
- 7. Attend school or military service
- 8. Abandoned the job for an unknown reason
- 9. Other reason (explain on separate sheet)

If you checked an item in section A...

If health or pregnancy was a doctor's statement submitted? YES NO

If health, family, school, or military, was leave of absence requested?

If a leave was requested, was a leave of absence granted?

B. DISCHARGES

- 1. Misconduct or negligence
- 2. Insubordination
- 3. Violation of company policy
- 4. Unexcused absenteeism
- 5. Unexcused tardiness
- 6. Falsifying company records/job application
- 7. Unable to work
- 8. Did not show up, did not call in
- 9. Substance abuse
- 10. Other reason (explain on separate sheet)

If you checked an item in section B...

Please explain:

C. LACK OF WORK

- 1. Position was discontinued/reorganization
- 2. No work after return from leave
- 3. Quit prior to recall
- 4. Banquet employee
- 5. On call employee
- 6. End of job/location closed
- 7. Reduced hours
- 8. Work year reduction
- 9. Other reason (explain on separate sheet)

If you checked an item in section C...

- 1. Was employee offered another job? YES NO
- 2. Is lack of work temporary?

Recall date:

- 3. Is the lack of work permanent?
- 4. Did employee receive vacation pay?
- 5. Did employee receive lump sum severance?
- 6. Did employee receive Wages in lieu of Notice?

Wages in lieu paid from 10/2/08 to 10/25/08

IMPORTANT:

This form was prepared by: _____ Title: _____ Phone: _____

To Be Completed By Payroll

Employee: _____

Social Security #: _____ Dealership: _____

Date of Hire: _____ Date of Term: _____

Rate of Pay: _____

Hourly _____ Commission _____ Salary _____

Flat Rate _____ Salary & Commission _____