

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

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DFEH Settles Employment Discrimination Case Against San Diego Credit Union

Former employee to receive \$27,500 in lost wages and emotional distress after she was terminated for requiring a modified work schedule due to her disability

San Diego – The California Department of Fair Employment and Housing (DFEH) has reached a settlement in an employment discrimination case with California Coast Credit Union involving a former employee who alleged she was terminated for needing to work a modified schedule due to her disability.

The complainant filed a complaint with DFEH in August 2017, alleging California Coast Credit Union discriminated against and terminated her because of her disability. Complainant's doctor ordered that she work a modified schedule due to her disability. Although it initially accommodated complainant by allowing her to work six-and-a-half hours per day instead of eight hours, California Coast Credit Union later terminated complainant when she requested an extension of the accommodation.

After DFEH found cause to believe a violation of the Fair Employment and Housing Act (FEHA) had occurred when California Coast Credit Union refused to extend complainant's accommodation despite her doctor's orders, the parties participated in mediation, which resulted in a settlement in which California Coast Credit Union will pay complainant \$27,500 in lost wages and emotional distress damages as well as \$2,500 to the DFEH for its attorney fees.

"An employer's duty to reasonably accommodate an employee with a disability does not necessarily expire at the conclusion of the time period listed on a doctor's note," said DFEH Director Kevin Kish. "When an employee requests an extension of the accommodation period based on a new doctor's note, the employer has a duty to continue the interactive process to determine if an extension would pose an undue hardship."

In addition to a monetary settlement, California Coast Credit Union has agreed to update its policies to comply with FEHA, retain an outside consultant to provide annual training on the policy to its supervisory and human resources personnel for three years, and provide reports to the DFEH for three years concerning its compliance with the terms of the settlement agreement.

Gregory J. Mann, Senior Staff Counsel, represented the DFEH in this proceeding.

The DFEH is the state agency charged with enforcing California's civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH's web site at www.dfeh.ca.gov.

