
Avagliano v. Sumitomo: EEOC Complaint and
Background

Sumitomo Shoji America, Inc. v. Avagliano, 457
US 176 - Supreme Court 1982

3-3-1977

State Division of Human Rights Complaint by Catherine Cummins

Lewis M. Steel '63

**PAINE
WEBBER
JACKSON
& CURTIS**
INCORPORATED

FROM

CATHERINE CUMMINS

. & BELLMAN, P.C.

at Law

1, New York 10013

9620

Mary M. Kaufman
Counsel

Sorry I'm so late, but
my last date of employment
was 9/4/76 → sixth
mos. ago on 3/4 (Friday -)
please file dsdp → thanks + sorry

l, Inc.

er arrangement in your discrim-
tomo Shoji America, Inc.

cc

140 BROADWAY
NEW YORK, N.Y. 10005

(212) 437-6415

firm will prepare and file a
he Equal Employment Opportunity
ion of Human Rights, alleging
d against you on the basis of
ou understand that we are
mployees of Sumitomo who have
aints in their behalf. As a
as well as the other employees
ed that these matters will be
tion in behalf of all individuals
, you have agreed that you will

consult with other members of the group in the event that
decisions have to be made with regard to settlement or how to
proceed in this matter. If this law firm, for example, recom-
mends that these cases should be settled according to agreed
upon terms, and the majority of the group having filed complaints
agrees with that recommendation, you understand that our law
firm will be authorized to settle and you will have the option
of either joining in that settlement or seeking other counsel.

This firm has agreed to represent you in this matter on a con-
tingency basis. This means that you will not have to pay legal
fees directly to the firm. The firm will be compensated only
in the event that there is a recovery in this case or in the
event there is a settlement, with one exception which I shall

EISNER, LEVY, STEEL & BELLMAN, P.C.

Attorneys at Law

351 Broadway, New York, New York 10013

(212) 966-9620

Eugene G. Eisner
Richard A. Levy

Lewis M. Steel
Richard F. Bellman

Mary M. Kaufman
Counsel

Re:

v. Sumitomo Shoji America, Inc.

Dear

This is to confirm our retainer arrangement in your discrimination complaint against Sumitomo Shoji America, Inc. (Sumitomo).

We have agreed that this law firm will prepare and file a complaint in your behalf at the Equal Employment Opportunity Commission and the State Division of Human Rights, alleging that Sumitomo has discriminated against you on the basis of sex and/or national origin. You understand that we are presently representing other employees of Sumitomo who have asked us to file similar complaints in their behalf. As a result, this law firm and you, as well as the other employees we are representing, have agreed that these matters will be handled jointly as a class action in behalf of all individuals similarly situated. Therefore, you have agreed that you will consult with other members of the group in the event that decisions have to be made with regard to settlement or how to proceed in this matter. If this law firm, for example, recommends that these cases should be settled according to agreed upon terms, and the majority of the group having filed complaints agrees with that recommendation, you understand that our law firm will be authorized to settle and you will have the option of either joining in that settlement or seeking other counsel.

This firm has agreed to represent you in this matter on a contingency basis. This means that you will not have to pay legal fees directly to the firm. The firm will be compensated only in the event that there is a recovery in this case or in the event there is a settlement, with one exception which I shall

explain later. In the event that a monetary award is obtained, either through settlement or as a result of an order being entered, we will receive one-third (1/3) of the entire recovery. We shall deduct from your two-thirds (2/3) recovery our court costs, disbursements, and other out-of-pocket expenses.

If Sumitomo is ordered to pay this law firm attorneys fees for its representation in this matter, or if that corporation agrees to pay attorneys fees as part of a settlement, your two-thirds share of the damages may be increased as a result of our receiving these fees. This would occur under the following circumstances: if our one-third share of any award compensates this law firm at the rate of \$75 per hour or more for the time we expend on the entire case, including the class action aspects, we will reduce our one-third share of the recovery by the amount we receive in attorneys fees down to the point where we receive \$75 an hour. Let me emphasize once again that this hourly rate is only applicable for purposes of computing our share of a monetary award achieved in the action. We will receive the compensation specified above only in the event that the employer agrees to or is compelled to compensate you.

You also understand that an objective of this litigation is to achieve job upgrading and promotions and training for the women employees of the corporation. If you settle your individual claim with the corporation, in order to receive job or salary advancement from the corporation, without receiving damages or attorneys fees out of which this law firm will be paid, the one exception I mentioned above with regard to payment of attorneys fees will come into play. In the event of such settlement, you will pay this law firm \$1,500 plus any expenses and disbursements we expended in your behalf. You understand that the purpose for this provision is to ensure that our law firm is compensated for its work in achieving a promotion or increased pay for you in the future.

This law firm has also informed you that we anticipate that it will be necessary to file a lawsuit in the United States District Court for the Southern District of New York in order to vindicate your rights. We are agreed that this retainer will also cover our representation of you in such federal lawsuit. Prior to our filing a lawsuit in federal court, however, we will discuss with you and the other members of the group what such a lawsuit entails.

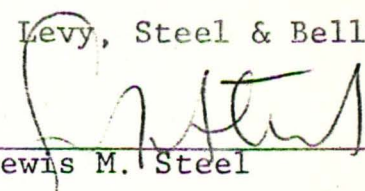
If this sets forth our agreement, please sign the original where indicated and return it so us. We have provided a copy for your

convenience. If you have any questions about this agreement, please call.

Very truly yours,

Eisner, Levy, Steel & Bellman, P.C.

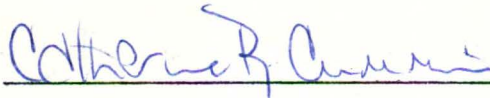
By


Lewis M. Steel

LMS/cpm

Enc. 1

Agreed and Accepted


Catherine R. Anderson

INSTRUCTIONS

If you have a complaint, fill in this form and mail it to the Equal Employment Opportunity Commission's District Office in your area. In most cases, a charge must be filed with the EEOC within a specified time after the discriminatory act took place. IT IS THEREFORE IMPORTANT TO FILE YOUR CHARGE AS SOON AS POSSIBLE. (Attach extra sheets of paper if necessary.)

CAUSE OF DISCRIMINATION

☐ RACE OR COLOR ☒ SEX
☐ RELIGIOUS CREED
☒ NATIONAL ORIGIN

NAME (Indicate Mr. or Ms.)

Ms. Catherine Cummins

DATE OF BIRTH

4/22/51

STREET ADDRESS

623 W. 207 St. #36

COUNTY

Manhattan

SOCIAL SECURITY NO.

376-54-5379

CITY, STATE, AND ZIP CODE

New York, New York 10034

TELEPHONE NO. (Include area code)

(212) 569-2699

THE FOLLOWING PERSON ALWAYS KNOWS WHERE TO CONTACT ME

NAME (Indicate Mr. or Ms.)

Lewis M. Steel, Esq.

TELEPHONE NO. (Include area code)

(212) 966-9620

Eisner, Levy, Steel & Bellman, P.C.

STREET ADDRESS

351 Broadway

CITY, STATE, AND ZIP CODE

New York, N.Y. 10013

LIST THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT WHO DISCRIMINATED AGAINST YOU (If more than one, list all)

NAME

Sumitomo Shoji America, Inc.

TELEPHONE NO. (Include area code)

(212) 935-7000

STREET ADDRESS

345 Park Avenue

CITY, STATE, AND ZIP CODE

New York, N.Y. 10022

OTHERS WHO
DISCRIMINATED
AGAINST YOU
(If any)

CHARGE FILED WITH
STATE/LOCAL GOV'T.
AGENCY

☒ YES☐ NO

DATE FILED

AGENCY CHARGE FILED WITH (Name and address)

State Division of Human Rights

270 Broadway, New York, N.Y. 10007

APPROXIMATE NO. OF EMPLOYEES/MEMBERS OF COMPANY OR UNION THIS
CHARGE IS FILED AGAINST

Approximately 400

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE
(Month, day, and year)

9/4/76

Explain what unfair thing was done to you and how other persons were treated differently. Understanding that this statement is for the use of the United States Equal Employment Opportunity Commission, I hereby certify:

Sumitomo Shoji America, Inc. is incorporated in the State of New York and is a trading company with offices in major cities in the United States and its headquarters in the City of New York. The corporation engages in a pattern and practice of discrimination against women in that all or virtually all of its executives, managerial employees and sales personnel are men. The corporation further engages in a pattern and practice of discrimination in salaries and promotions on the basis of national origin against United States citizens and residents and in favor of individuals of Japanese origin or hired in Japan. As a result of these practices, I did not receive any promotions.

MAR 4 - 1977
N.Y.D.O.

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.

DATE

3/3/77

CHARGING PARTY (Signature)

Catherine R. Cummins

Subscribed and sworn to before this EEOC representative.

DATE

SIGNATURE AND TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

3rd March 1977

SIGNATURE (If it is difficult for you to get a Notary Public to sign this, sign your own name and mail to the District Office. The Commission will notarize the charge for you at a later date.)

Robert V. Bernstein

NOTARY PUBLIC

ROBERT BERNSTEIN

Notary Public, State of New York

No. 43-029840 GPO: 1974 O-535-850

Qualified in Richmond County
Certificate Filed in New York County

Term Expires March 30, 1979