



OFFICE OF HUMAN RIGHTS

Marc Elrich
County Executive

James Stowe
Director

EEOC Charge Number 531-2020-00159	MCGHRO Case Number E-06846
Complainant Wolanyo Bansah 80B Bureau Drive Apartment 425 Gaithersburg, MD 20878 EM: essiefaith@outlook.com	Counsel for Complainant Robert McGarrah, Esq. Maryland Legal Aid Bureau 600 Jefferson Plaza, Suite 430 Rockville, MD 20852 EM: rmcgarrah@mdlab.org
	Counsel for Complainant David Wachtel, Esq. Trister, Ross, Schadler & Gold 1666 Connecticut Ave., NW Washington, DC 20009 EM: dwachtel@tristerross.com
v.	
Respondent Sam's Club / Walmart 610 North Frederick Avenue Gaithersburg, MD 20878	Counsel for Respondent Lisa Bolen Littler Mendelson, PC 2301 McGee Street, Suite 800 Kansas City, MO 64108 EM: LBolen@littler.com

DETERMINATION

Under the authority vested by Chapter 27, Article I, Section 27-4(b) of the Montgomery County Code (MCC) as amended the agency issues the following Determination in the captioned matter.

Jurisdiction

Respondent is an employer within the meaning of MCC Chapter 27, Article I, Section 27-6(g). Complainant alleges she is a victim of prohibited discrimination on the bases of physical disability and retaliation. Both are protected categories under MCC Chapter 27, Article I, Section 27-19 (Discrimination in Employment). The most recent act of

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Maryland Relay 711

Docket 2
HR 25-01

discrimination occurred on December 16, 2019. The complaint was timely filed with the Equal Employment Opportunity Commission (EEOC) on December 17, 2019 and was transferred to the Montgomery County, MD Government's Human Rights Office (MCGHRO) on March 10, 2020. All jurisdictional requirements were met.

To comply with the pleading standard requirements so that an investigation into the Complainant's allegations can be initiated, Complainant must show that:

- A. She is a member of a class of persons protected by the Montgomery County Code.
- B. An employer/employee relationship existed.
- C. She was treated differently from other similarly situated individuals.
- D. The employer's action was motivated by discriminatory animus.
- E. For disability accommodation, notice/request for accommodation, interactive process, good faith negotiations, she could perform essential functions (with or without accommodation), and offer to accommodate or refusal for undue hardship.
- F. For retaliation, protected activity, adverse action, and causal connection to protected activity.

Upon establishment of the pleading standard requirements, the burden of production shifts to Respondent to articulate legitimate, nondiscriminatory rationale for its action/s. To prevail the Complainant must successfully rebut Respondent's rationale by showing it to be a mere pretext and/or unlawfully discriminatory.

Complaint

Elements are sufficiently alleged in the body of the complaint which reads as follows:

I have been employed by the Respondent since March 2017 as a Merchandizer. The Respondent was aware of my disability. On July 13, 2019 I asked Rosa Gibboney, the Store Manager, not to work in the freezer as a reasonable accommodation due to my disability. Until July 13, 2019, the Respondent did not ask me to work in the freezer, and I never did. Other Merchandizers that do not have my disability routinely perform the entirety of their duties without working in the freezer. Ms. Gibboney refused to reassign me and sent me home. Since that time, the Respondent has placed me on unrequested leave. I subsequently complained about my treatment to the Respondent's corporate office. On December 2, 2019, I returned to work, as directed by the Respondent, but Ms. Gibboney questioned why I had contacted the Respondent's corporate office; I was again denied assignment and not allowed to return to work.

No reasonable explanation was provided for the treatment to which I have been subjected and the Respondent has failed to take corrective action. I was told I was not allowed to return in December 2019 because I had not provided appropriate documentation to the Respondent's third-party Leave Administrator.

I believe I have been discriminated against due to my disability, with respect to denial of reasonable accommodation, assignment, and harassment, and in retaliation for engaging in protected activity, with respect to assignment and harassment, in violation of the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008.

Respondent's Response

The Respondent denied the Complainant's claims (being denied a reasonable accommodation or being excused from working in the freezer and her claim that she was placed on leave of absence in retaliation for having requested the accommodation), as it saw them as meritless. Her discrimination claim fails because she was provided with a reasonable alternative accommodation, and her retaliation claim fails because she was placed on leave only because she was not able to perform an essential function of her position (working in the freezer). During her reassignment leave, Complainant submitted a request for a dress code exemption as an alternative accommodation, which was granted, and Complainant returned to her position, where she remains employed.

Respondent is an equal opportunity employer that did/does not discriminate or retaliate against its Associates. It adheres to a Discrimination and Harassment Prevention Policy; this Policy prohibits discrimination, harassment, or retaliation by or directed at any Associate, job applicant, customer, member, supplier, and agent of the Respondent. The Policy also instructs Associates to report any conduct that may violate this Policy to a salaried member of Management or to utilize the Respondent's Ethics Helpline; and Associates were/are trained to immediately report any concern regarding possible violations of this policy to any salaried member of management or confidentially and/or anonymously to the Global Ethics Office.

Respondent additionally stated that Complainant received training on these policies and many others via its Computer Based Learning Modules (CBLs) and orientation program. Respondent followed its policies and did not discriminate or retaliate against the Complainant.

Respondent confirmed that it hired Complainant on March 15, 2017 as an Overnight Merchandiser at its store located in Gaithersburg, MD. In May 25, 2019 Respondent changed the scheduling and job title for the position, and Complainant transferred to working afternoons as a Merchandising Associate. According to Respondent, her job duties did not change. Respondent reported that in the summer of 2019 an Assistant Store Manager directed Complainant to work in the freezer as part of a regular job assignment for her position. Complainant responded that she was not able to do so for medical reasons, and it directed the Complainant to the Accommodation Services Center (ASC) to address her request for accommodation. Respondent stated that on

July 15, 2019 Complainant contacted the ASC to request an accommodation of “no extreme temperatures;” she provided medical documentation from her Physician, stating that she experienced chronic seizures and was not able to work in the cooler or freezer due to cold temperatures. On July 22, 2019 the ASC determined, based on the medical certification, provided, that Complainant was not able to perform an essential function of the position. Respondent stated that the position description of a Merchandiser stated that said Merchandiser must be able to “work in areas requiring exposure to varying temperatures, extreme heat or cold, and/or wet, damp or drafty conditions.” Respondent stated that Merchandisers regularly were assigned to work various areas throughout the facility, from dry goods to coolers to freezers, with six (6) to eight (8) Merchandisers working a given shift, and Assistant Store Managers and Team Leads working together to assign them to areas of the Respondent most in need of attention, which often meant all Merchandisers were working in the freezer or cooler because it was most in need of attention.

Respondent stated that the ASC offered Complainant the alternative accommodation of reassignment; however, since no suitable positions were available at the time, Complainant was placed on reassignment leave, and the Complainant remained on reassignment leave from July 23, 2019 through October 14, 2019, and the leave ultimately was extended through February 2020. Complainant requested reconsideration of her accommodation request in early 2020; on February 21, 2020 ASC determined that Complainant should be allowed a dress code exception of wearing a jacket in and around the freezer/cooler as an exception to the Work Place Standards Dress Code Policy, and ASC advised the Complainant to contact the facility to return to work with this accommodation. Respondent stated that the Complainant’s request was granted, and she returned to work on February 28, 2020, and she is being accommodated with the dress code exception of wearing a jacket (this accommodation has been satisfactory to her).

Respondent argues that the Complainant’s disability discrimination claim is meritless; Complainant initially requested to be relieved of working in the freezer, but since this type of work is an essential function of the Merchandiser position, Respondent was not able to grant Complainant’s request, and Complainant was unable to perform an essential function of the position of merchandiser, specifically stocking items in the freezer, in addition to other areas of the facility, and because Complainant was not able to perform this essential function, she was not a qualified individual for purposes of a disability discrimination claim, and the Complainant was placed on reassignment leave as an accommodation because no suitable alternative position existed (these facts do not support a claim of disability discrimination).

Respondent stated that Complainant’s claim retaliation is also without merit; there are no facts to support the allegation that placing her on leave was done in retaliation for her requesting an accommodation, and Respondent placed her on reassignment leave due to no suitable alternative position being available at the time Complainant requested an accommodation. Moreover, Respondent actively engaged in the

interactive process with Complainant, and when Complainant requested reconsideration of reassignment leave in early 2020, Respondent granted a dress code exception so that she could wear a jacket in and around the freezer/cooler, and the Complainant is currently being accommodated with this exception to her satisfaction (and consequently her retaliation claim is entirely meritless).

The Respondent's supplied documentation included copies of: its Discrimination and Harassment Policy, its Accommodation Policy, its Computer Base Learning Modules and its Position Description of a Merchandiser employed with it.

Complainant's Rebuttal Statement

Complainant explained that in 2009-2010 she was diagnosed with a brain tumor, had surgery for it, and was later diagnosed with epilepsy after she had her first seizure. Her physician informed her that cold temperatures could trigger her having seizures, but that she could minimize risk by wearing warm clothing such as a jacket and scarf.

Complainant stated that on March 15, 2017 she began working as an Overnight Merchandiser for Respondent in Gaithersburg, MD and worked there for two years without incident. In July 2019; Respondent discriminated against her by insisting that she work in the freezer instead of room temperature areas where she had always worked in the past. She explained that she had epilepsy and would be at risk in cold temperatures. Respondent denied her the reasonable accommodation of working her normal duties and did not even engage in the interactive process to find a suitable accommodation for her, but instead placed her on unpaid leave, where she remained for over half a year, until she herself suggested an accommodation that would allow her to return to work. She lost seven months of pay and seeks the assistance of the agency to recover it.

Complainant argued that her case meets the elements of a disability discrimination claim based on failure to accommodate: (1) she has a disability within the meaning of the ADA; (2) her employer had notice of her disability; (3) she could perform the essential functions of her job with a reasonable accommodation; and (4) her employer declined to make such an accommodation.

Complainant reiterated that she began working for Respondent as an Overnight Merchandiser on March 15, 2017; on May 15, 2019 Respondent changed the scheduling and job title for her position, which meant that she began working afternoons as a Merchandising Associate; Respondent admitted that her job duties did not change as a result of her schedule and title change, as her regular job duty was to stock shelves containing dry goods that included cereal. Complainant stated that on July 13, 2019, her supervisor, Store Manager Rosa Gibboney, directed her to work in the freezer.

This was the first time any Manager with Respondent directed Complainant to work in the freezer, and she informed Ms. Gibboney that she could not do so because of her epilepsy. Ms. Gibboney refused to reassign Complainant to another task and instead directed her to go home (the Complainant at no time was issued a coat or told she would be issued a coat or told she could wear her own coat when working in the freezer). Complainant stated that on July 16, 2019 she provided medical documentation that stated she could not work in the freezer, and she also signed a medical release giving her health care provider permission to release to Respondent information, both verbally and/or in writing, concerning her medical condition. The instructions on the form explained it allowed Respondent to "promptly obtain additional clarification, information, and/or documentation from your health care provider."

Complainant additionally stated that on July 22, 2019 Respondent, through Sedgwick Claims Management Services, sent her a letter stating they were unable to accommodate her; it claimed Complainant could not be accommodated in her current position because her restrictions prevented her from performing one or more essential job functions – namely, that she was required to "work in areas requiring exposure to varying temperatures, extreme heat or cold, and/or wet, damp or drafty conditions, while [her] health care provider states [she] cannot work in cold/cooler/freezer." Complainant stated that the July 22, 2019 letter claimed there "is no reasonable accommodation" that would enable her to perform the essential functions of her job. This was hard to believe, because Complainant had been working in the store for more than two years shelving cereal and other items. Respondent offered to accommodate her by reassigning her to a different position in the building she worked in, but only if a suitable position became available, and Sedgwick stated it would conduct a search on her behalf for a suitable open position in her facility and noted that she could apply for suitable positions in other facilities. Complainant additionally stated that the July 22, 2019 letter did not suggest that Respondent and she could meet, talk, or otherwise engage in an "interactive process" to determine whether she could be accommodated in her current position. Instead, Respondent claimed there was no way to accommodate her, offered her an accommodation of reassignment, and informed her she could call the Accommodation Service Center to appeal the decision.

Complainant stated that in a letter dated October 9, 2019, Respondent informed her that her reassignment leave would end on October 14, 2019; and that "as a continued accommodation of your medical condition, you may be able to remain on leave of absence in accordance with your company policy." The letter did not mention any other possible accommodation, nor did it invite her to discuss other possible accommodations with Respondent, and it also did not state that she could return to her current position, with or without an accommodation.

Complainant additionally stated that on November 5, 2019 she sent a letter to C. Douglas McMillon, the CEO of Walmart (Walmart owns the Respondent), asking to come back to work; her letter made plain that she believed Walmart had mistreated her because of her medical condition: the beginning of the letter stated "I have been a loyal

and hard-working Merchandiser [with the Respondent, Facility #6653] in Gaithersburg, MD for the past 2.5 years. Despite my epilepsy, I work hard at my job and love it, but when my supervisor suddenly told me this past July that I had to work in the freezer, I explained that my doctor said working there would trigger an epileptic seizure."

Complainant ended the letter: "Please tell these people Walmart respects the right of all of its employees, including people like me with epilepsy. Please tell them to let me go back to work!"

Complainant stated that on December 3, 2019 she received a telephone call from Rosa Gibboney, who asked her to come back to work that afternoon; Ms. Gibboney also asked her why she wrote to the Walmart CEO and asked him to help her get her old job back, and Complainant responded that she wanted to work.

Complainant stated that before she could work any hours for Respondent, on December 9, 2019, Rosa Gibboney told her that Sedgwick Claims Management Services, which rejected her accommodation request in July 2019, again rejected her for the Merchandiser job she had done at the store for the past 2.5 years, and as such, Complainant was denied assignment and was not allowed to come back to work; on February 4, 2020 Complainant contacted Respondent and asked if she could return to the store and would work in the freezer if Respondent would issue her a warm jacket. Complainant stated that on February 26, 2020, Respondent sent her a letter stating a determination was made to allow her to wear a jacket while being around the freezer/cooler area as an exception to the Work Place Standards Dress Code policy and applicable business unit guideline requirements.

Complainant returned to work shortly after February 26, 2020, but was not assigned to the freezer, and she has been shelving cereal and other products for the past four (4) months, the same job she had always done for the Respondent. Complainant stated that she was not provided a reasonable accommodation until late February 2020, which was approximately seven (7) months after she requested an accommodation. She could have been accommodated in July 2019 had Respondent given her a coat to wear while working in the freezer, but Respondent failed to make a good faith effort to engage in the interactive process and never asked Complainant if any accommodation would have enabled her to work in the freezer. Instead Respondent placed her on an unpaid leave of absence without any engagement in the interactive process and failed to offer her an appropriate accommodation until she took it upon herself to work out a solution.

Complainant stated that despite Respondent's contention, working in the freezer was not an essential function of her position; the regulations noted that the "inquiry into whether a particular function is essential initially focuses on whether the employer actually requires employees in the position to perform the functions that the employer asserts are essential." Complainant additionally stated that from March 15, 2017 until July 13, 2019 she was never directed to work in the freezer, and Respondent admitted her job duties did not change when her job title changed in May 2019. For over two years her regular job duties consisted of stocking shelves in dry goods areas of the

store – stocking cereal and other similar items – and further, others in her position routinely performed the entirety of their duties without working in the freezer, and as the Complainant never spent time working in the freezer throughout her employment with the Respondent it is unclear how a task she was never previously asked to perform could be considered “essential.”

Complainant stated that if Respondent had made a good-faith effort to engage in the interactive process with her, she could have been accommodated in July 2019, and avoided being placed on unpaid leave for approximately seven (7) months by receiving the same accommodation she was afforded seven months later. Complainant additionally stated that assuming, for the sake of argument, that working in the freezer was an essential function of her position, Respondent should have offered – and seven (7) months later did approve – a reasonable accommodation that would have allowed her to work in the freezer. Respondent here failed to engage in the interactive process in July 2019 when she originally requested a reasonable accommodation; instead of excusing her from working in the freezer, a duty she was asked to perform only once since she began working for the Respondent in March 2017, or engaging in the interactive process to determine whether she could be accommodated, the Respondent improperly determined that she could not be accommodated in her current position, would not allow her to come back to work in her current position, and placed her on unpaid leave while it searched for a reassignment; forcing an employee to take leave while another accommodation would permit her to continue working was/is not an effective accommodation

If the Respondent had engaged in the interactive process with Complainant, or contacted her health care provider to obtain additional information about her limitations pursuant to the signed medical release form, Respondent could have come up with an appropriate accommodation, such as assigning Complainant to shelve cereal or work in other areas of the store, or allowing her to wear a heavy coat when required to work in the freezer (“An employer cannot escape liability simply because the employee does not suggest a particular reasonable accommodation that would assist [her].” Respondent failed to discuss her accommodation request either with her or with her health care provider.

Complainant additionally stated that as Respondent granted her an accommodation in the form of an exception to the Work Place Standards Dress Code Policy – allowing her to wear a jacket while in the freezer/cooler area – in later February 2020, it clearly could have found that same accommodation months earlier had it made a good faith effort to engage in the interactive process in July 2019; because a reasonable accommodation could have enabled her to perform the so-called essential functions of her position in July 2019, the Respondent is liable for failure to engage in the interactive process (finding agency could have found a suitable accommodation for the Complainant had it continued to engage in the interactive process instead of issuing a “take it or leave it” offer and failing to continue with the interactive process in good faith).

Complainant contends that she engaged in protected activity when she wrote to the Walmart President and CEO (Walmart owns the Respondent). Complainant stated that to satisfy the second element of an ADA retaliation claim, "a plaintiff must show that a reasonable employee would have found the challenged action materially adverse, which in this context means it well might have dissuaded a reasonable worker from making or supporting a charge of discrimination" (The Supreme Court held that the anti-retaliation provision "protects an individual...from retaliation that produces an injury or harm," and recognized that loss of compensation could qualify as such an injury or harm).

Complainant stated that Respondent retaliated against her by refusing to allow her to come back to work on December 9, 2019, weeks after she sent the Walmart CEO a letter asking to come back to work; though Rosa Gibboney initially asked the Complainant to return to work on December 3, 2019, Ms. Gibboney also asked her why she wrote to the Walmart CEO for help in getting her old job back, showing that she knew the Complainant had engaged in legally protected activity; days later, on December 9, 2019, Ms. Gibboney told the Complainant that Sedgwick again rejected her for the Merchandiser job and that she was not allowed to come back to work. The Complainant stated that for the reasons stated above, she requests that the Office of Human Rights find that the Respondent discriminated against her on the basis of her disability and retaliated against her.

Complainant's supplied documentation included copies of: the July 16, 2019 medical documentation that showed why she could not work in the freezer; her signed medical release that gave her health care provider permission to release information to Respondent verbally and in written form; Respondent's letter to Complainant dated July 22, 2019; Respondent's October 9, 2019 letter to Complainant informing her that her reassignment leave would end on October 14, 2019; Complainant's November 5, 2019 letter to the Walmart CEO, and Respondent's letter to Complainant dated February 26, 2020 concerning the determination that was made for her wearing a jacket while being around the freezer/cooler.

Analysis and Conclusion

Complainant asserted claims sufficient to initiate an investigation into allegations of discrimination based on physical disability and retaliation. Respondent was sent a request for information and submitted the items asked for and a position statement. Complainant was notified of the response and was asked to provide a rebuttal to the Respondent's response. Complainant did provide a rebuttal statement and documentation.

A. Complainant supports the claim of failure to accommodate a disability.

An employer has discretion to make legitimate, nondiscriminatory business decisions, subject to limitations imposed by anti-discrimination laws. The Americans with Disabilities Act (ADA) prohibits employment discrimination against a qualified individual with a disability. ADA Title I requires employers to engage in good faith negotiations with employees who request disability accommodations. Commonly, when an employee makes a request for disability accommodation, the employer initiates an interactive process, and parties engage in good faith negotiations to figure out what accommodation/s, if any, might be reasonable and available, and to determine whether the employee can perform the essential functions of the position - with or without accommodation.

In the instant proceeding, when Complainant requested accommodation, Respondent referred her to their disability representative to process and to document Complainant's request. Record evidence indicates that in the summer of 2019, Complainant provided medical and other documentation as part of her request to obtain disability accommodation and/or to find an alternate position to work in another area within the Respondent company.

At that time, Respondent/agent apparently did not undertake an interactive process to discuss with Complainant whether and what accommodation might enable her to work in the freezer, a particular function that Respondent deemed to be an essential function of the job. Instead, the record shows that Respondent/agent recommended that Complainant be placed on unpaid leave for reassignment and suggested that she could search for an alternate position elsewhere within the Respondent company. The supervisor followed these recommendations.

MCGHRO finds that, ultimately, there was an interactive discussion, first with the CEO of parent company Walmart (November-December 2019), and then with Respondent's third-party administrator Sedgwick (February 2020) with whom Complainant arrived at a reasonable accommodation. The accommodation was 1) to waive Respondent's Workplace Standards Dress Code Policy, and 2) to allow Complainant to wear a jacket/coat when she had to work in the cooler or freezer.

Court precedent holds an employer liable for failure to engage in the interactive process and/or failure to negotiate in good faith toward an accommodation that would enable "a qualified individual with a disability to perform the essential functions of a position." Administrative guidelines and court precedent declare that for purposes of ADA analysis, "essential function of the job" refers to the fundamental, core duties and responsibilities that an employee must be able to perform in order to successfully fulfill their position, even with reasonable accommodation.". Not all tasks or duties are "essential."

MCGHRO finds that Respondent's reluctance to participate in good faith negotiations exhibits discriminatory animus based on disability. Record evidence supports Complainant's contention that if Respondent had made a good-faith effort in the interactive process with her and/or her medical professional, she could have been accommodated in July 2019, and avoided being placed on unpaid leave for approximately seven (7) months by receiving the same accommodation she was afforded seven (7) months later.

B. Complainant supports the claim of discriminatory retaliation.

To prove discriminatory retaliation, Complainant must show that 1) she engaged in activity that is protected under anti-discrimination laws, 2) Respondent took adverse action that impacted the terms and conditions of employment, and 3) the adverse action was connected to the protected activity.

Requesting a reasonable accommodation under the ADA is considered activity that is protected from retaliation by the employer. Here, once Complainant learned that she would be required to work in the cooler/freezer, she asked to be relieved of that function due to her disability/medical condition, namely that being exposed to extreme cold could trigger an epileptic seizure.

Shortly after she made the accommodation request, Respondent/agent designated extreme temperatures as an essential function of the job, and consequently placed Complainant on unpaid leave (essentially taking her off Respondent's payroll, not allowing her to perform ANY of the job functions, and not finding her another position). MCGHRO finds that placing Complainant on indefinite reassignment leave constitutes adverse action by Respondent, affecting the terms and conditions of Complainant's employment, and resulting in harm to Complainant. The adverse actions were proximate in time to the request for reasonable accommodation, leading MCGHRO to conclude that there was a causal connection with the protected activity.

As for Complainant's contact with the CEO of Respondent's parent company about her situation, the reassignment leave did not happen after she called the CEO. It happened four months earlier. Although it did continue for another three (3) months, reassignment did not occur as a result of the Complainant's contacting the CEO. Further, although granting accommodation did impact the terms and conditions of employment, the continuation overlapped with any adverse action already in place.

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Thus, MCGHRO concludes that cause has been found for a violation on the grounds of physical disability (failure to provide reasonable accommodation) and on the grounds of retaliation.

Based on the forgoing, the Director finds reasonable grounds to believe Respondent has engaged in unlawful practices in violation of Montgomery County Code Chapter 27, Article I, Section 27-19 (Discriminatory Employment Practices). Having determined there are reasonable grounds to believe a violation of Chapter 27 has occurred, the Director now invites parties to join in a collective effort toward a just conciliation of this matter. Respondent should indicate its willingness to conciliate the matter within 30 days from the date this Determination is sent to parties. Acceptance of conciliation may be by written response to: [loretta.garcia@montgomerycountymd.gov](mailto:loretta.garcia@montgomerycountymd.gov), or Enforcement Manager, Montgomery County Government's Office of Human Rights, 21 Maryland Avenue, Suite 330, Rockville, MD 20850.

Complainant is reminded that s/he may file a lawsuit against Respondent in Court to enforce consistent with federal or state judicial statutes.

Aug 24, 2024  
Date

James L. Stowe  
James L. Stowe, Director

\* This document was sent by electronic mail and by USPS First Class Mail – rather than by certified mail - because of widespread relocations and facilities closures during the public health pandemic.

SENT

AUG30'24 RCVE

## List of Exhibits

Case Number E-06846

|         |    |                                                             |
|---------|----|-------------------------------------------------------------|
| Exhibit | 1  | Complaint filed by Wolanyo Bansah                           |
| Exhibit | 2  | Respondent's Response                                       |
| Exhibit | 3  | Discrimination and Harassment Policy                        |
| Exhibit | 4  | Accommodation Policy                                        |
| Exhibit | 5  | Computer Based Learning Modules                             |
| Exhibit | 6  | Merchandiser Position Description                           |
| Exhibit | 7  | Request for Rebuttal                                        |
| Exhibit | 8  | June 23, 2020 Legal Representation for Complainant Document |
| Exhibit | 9  | July 16, 2019 Medical Documentation                         |
| Exhibit | 10 | Signed Medical Release                                      |
| Exhibit | 11 | July 22, 2019 Letter                                        |
| Exhibit | 12 | October 9, 2019 Letter                                      |
| Exhibit | 13 | November 5, 2019 Letter                                     |
| Exhibit | 14 | February 26, 2020 Letter                                    |