SEYFARTH SHAW LLP
ATTORNEYS

Massachusetts Employment & Labor Law Report

Online Edition | Vol. IX, No. 1 | March 2008

Court Allows Fired Smoker To Proceed with Privacy and ERISA Claims

The Scotts Company maintains a policy against employing smokers. In *Rodrigues v. The Scotts Company*, the plaintiff claimed that his employer wrongfully terminated him when a urine test confirmed that he smoked. After his termination, Rodrigues brought four claims in the U.S. District Court for the District of Massachusetts: (1) violation of the Massachusetts privacy statute; (2) unlawful interference with his rights in violation of the Massachusetts Civil Rights Act (MCRA); (3) wrongful termination; and (4) violation of Section 510 of the federal Employee Retirement Income Security Act (ERISA) by terminating him in order to interfere with his right to benefits under the employer's ERISA plans. The Court dismissed two claims but permitted two of his claims to go forward.

The Court first dismissed Rodrigues's MCRA claim, reasoning that a policy subjecting at-will employees to termination for refusing to submit to a urine test for nicotine did not constitute a "threat" within the meaning of the statute. The Court also dismissed Rodrigues's wrongful termination claim because his termination did not fall within the narrow public policy exception to the at-will employment rule. Massachusetts courts have only applied this exception where an at-will employee is terminated for (1) asserting a legally guaranteed right; (2) doing what the law requires; (3) refusing to do what the law forbids; (4) reporting violations of criminal law; or (5) cooperating with a law enforcement agency. Observing that Scotts allegedly fired Rodrigues because he was a smoker, the Court found that Massachusetts public policy appears "more aligned with efforts to suppress or discourage smoking than with protection of the 'right to smoke.'"

The Court refused to dismiss Rodrigues's invasion of privacy claim. Massachusetts General Laws ch. 214, § 1B, creates a broad "right against unreasonable, substantial or serious interference with [an individual's] privacy." Massachusetts courts apply a "balancing of interests" test to assess claims under the privacy statute. In this case, the

See "Privacy and ERISA Claims," page 2

Employers Must Prove Hardship in Religious Accommodation Cases

In *Massachusetts Bay Transportation Authority v. Massachusetts Commission Against Discrimination*, the Massachusetts Supreme Judicial Court confirmed that it is not enough for an employer to claim undue hardship in order to avoid an obligation to provide a religious accommodation to an employee; rather, it must proffer evidence to demonstrate such hardship.

In accordance with his religion, David Marquez, a Seventh Day Adventist, does not work from sundown on Friday to sundown on Saturday. When Marquez, a streetcar driver, sought a transfer to a driver position, the MBTA directed him to attend training from Tuesday through Saturday. Marquez stated that he could not attend the training class on Saturday and he would be unable to drive the evening shift on Fridays due to his religious observances. The MBTA informed Marquez that it would not grant his request that he never drive on Friday evenings and withdrew his transfer. Marquez filed a charge with the MCAD alleging that the MBTA discriminated against him by failing to accommodate his religion. After a hearing, the MCAD found that the MBTA had a number of options for accommodating Marquez's religious beliefs, including assigning relief drivers to cover the Friday evening shifts, paying workers overtime to do so, and allowing voluntary shift swaps, but the MBTA had not explored these options.

The MBTA appealed the MCAD's decision to the Massachusetts Superior Court, arguing that any accommodation would have posed an undue hardship. The MBTA also argued that it was not required to engage in an interactive process to ascertain whether it could accommodate Marquez because the interactive process itself created an undue hardship. The Superior Court affirmed the MCAD's decision and further found that the MBTA had violated Massachusetts General Laws ch. 151B (Chapter 151B) by failing to conduct an individualized interactive inquiry into Marquez's situation.

See "Religious Accommodation," page 2

"Privacy and ERISA Claims," cont'd from page 1

Court concluded that Rodrigues could pursue this claim because his privacy interest in his off duty use of tobacco might plausibly outweigh the employer's interest in maintaining a generally healthy workforce with high productivity and low health care costs.

Finally, the Court refused to dismiss Rodrigues's ERISA claim. The Court deflected Scotts's argument that the ERISA Section 510 claim failed because Rodrigues was a probationary worker who never became an "employee" after failing the nicotine test during the hiring process. The Court found that, for purposes of the motion to dismiss, it must credit Rodrigues's allegation that he was an employee when fired. The Court also rejected Scotts's argument that this claim failed because Section 510 only prohibits acts *intended* to deprive employees of ERISA-governed benefits, not acts that incidentally have that unintended effect. The Court found that in the litigation process, Rodrigues might adduce facts to show that Scotts fired him with the specific intent of interfering with his right to ERISA benefits.

This case illustrates that employers' rights to regulate employees' behavior both in and outside the workplace are subject to limitations. The scope of those limitations is a rapidly developing area of the law that we will continue to cover in future editions of the *Report*.

"Religious Accommodation," cont'd from page 1

On appeal, the SJC rejected the Superior Court's ruling that the MBTA had violated Massachusetts law by failing to engage in the interactive process, noting that an employer need not do so when an accommodation is plainly too burdensome. The SJC, however, upheld its finding that the MBTA had failed to meet its burden to show that any accommodation would have constituted an undue hardship. The SJC held that an employer's mere assertion that it cannot reasonably accommodate an employee is insufficient. The Court was particularly troubled that the MBTA had refused to offer Marquez the option of using its voluntary swap system as a reasonable accommodation, holding "[i]n the absence of . . . a contractual bar to voluntary employee swaps . . . requiring an employee to facilitate such swaps as a means of accommodating the religious observances of employees will not be considered an undue hardship."

This case establishes that even though an employer need only show that a religious accommodation would cause "de minimus" cost to establish an undue hardship defense, it is not enough for an employer to make a self-serving statement about the hardship such an accommodation might pose. Employers who receive a request for a religious accommodation must, therefore, make a reasonable investigation into the costs and practical impact of the proposal in order to respond in a way that will allow them to defend their decision.

Punitive Damages Sustained Where Jury Could Infer That Employer Provided False Testimony

In *Ciccarelli v. School Department of Lowell*, the Massachusetts Appeals Court considered whether punitive damages were appropriate in a retaliation case brought under Chapter 151B. The Court upheld a jury award of $50,000 in punitive damages, reasoning that the jury could infer that a key defense witness provided false testimony "designed to cover up her actions."

Sara Ciccarelli worked as a teacher at Lowell High School during the 1995-1997 school years under a provisional teaching certificate, which required her to complete fifteen hours of coursework before the end of the five-year program. The school gave Ciccarelli the highest possible ratings in her evaluations and initially rehired her for the 1997-1998 school year. In August 1997, however, Ciccarelli unexpectedly learned that school would not reappoint her.

In the spring of 1997, Ciccarelli had agreed to testify on behalf of another school employee in her MCAD proceeding against the city. On July 31, 1997, the city's attorney received a list of potential witnesses in the case, which included Ciccarelli. Four days later, Deputy Superintendent of Personnel Helen Flanagan informed Ciccarelli that the school would not rehire her unless she started taking her required courses *immediately*. Although Ciccarelli had three more years to complete her coursework, Flanagan refused to rehire her.

When the school was unable to fill Ciccarelli's position, it offered to reinstate her. By that time, however, the school year had already begun, and Ciccarelli declined the offer. Ciccarelli subsequently filed a complaint alleging that the school's failure to rehire her was retaliation in violation of Chapter 151B.

Flanagan claimed that she did not know Ciccarelli had agreed to testify in the earlier action until her own deposition in 2002. Flanagan's testimony was contradicted by Flanagan's participation in the defense of the sex discrimination case, her receipt of a letter from Ciccarelli's counsel in August 1997 informing her that Ciccarelli would be a witness, and, most glaringly, her presence at defense counsel's table when Ciccarelli testified in September 1997. The jury found for Ciccarelli on her retaliation claim and awarded her $1,800 for lost pay, $8,200 for emotional distress, and $50,000 in punitive damages.

Chapter 151B provides for the award of punitive damages where a defendant's conduct is "outrageous" because of either an "evil motive" or a "reckless indifference to the rights of others." Based on the evidence presented at trial, the Court found that the jury could have concluded that the employer's conduct, including Flanagan's testimony about her knowledge of Ciccarelli's participation in the discrimination case, was outrageous. The Court noted that the testimony came from a high-ranking public official in charge of educating children and found that such testimony required condemnation and deterrence.

This decision reminds Massachusetts employers about the possibility of punitive damages under Chapter 151B. To avoid the possibility of such awards, employers must be cautious to be truthful in responding to all types of discrimination, retaliation, and harassment claims.

Courts Must Hear Evidence Regarding Enforceability of Arbitration Agreements

In *St. Fleur v. WPI Cable Systems,* the SJC held that when faced with a factual dispute over the enforceability of an arbitration agreement, judges must conduct an expedited evidentiary hearing.

After being fired, Olga St. Fleur, who worked at WPI's assembly plant in Chelsea, sued alleging race and sex discrimination. When WPI filed a motion to compel arbitration based on an arbitration agreement that St. Fleur signed, St. Fleur claimed that the agreement was unenforceable because her supervisor fraudulently induced her to sign the document by misrepresenting its nature and contents. Specifically, St. Fleur alleged that her supervisor asked her to sign a one-page document and downplayed its significance when St. Fleur asked what it was, telling her that the human resources department was in the process of finalizing the remainder of the agreement. The signature page did not contain the word "arbitration," and St. Fleur claimed that the supervisor failed to tell her she was signing an arbitration agreement.

WPI's version of the events was markedly different. In 2001, WPI's corporate office in New Jersey implemented a new arbitration policy for employment disputes. WPI disseminated a memorandum describing the policy to its employees, along with a copy of the arbitration policy and the arbitration agreement. Most WPI employees signed the agreement in 2001, but St. Fleur did not. In February 2002, WPI's corporate office sent a memorandum to those employees who had not responded to the initial request to sign the arbitration agreement, asking that they either sign the signature page of the document or sign a different form confirming a refusal to sign the agreement. According to WPI, St. Fleur signed the agreement in response to this memorandum.

After a hearing at which the court did not entertain evidence, but relied only on the arguments presented by counsel, the trial court denied WPI's motion to compel arbitration based on St. Fleur's allegations. On appeal, the SJC vacated the order and remanded the case to the trial court to conduct an evidentiary hearing on whether the parties had entered into a valid agreement to arbitrate. Massachusetts General Laws ch. 251 governs the circumstances under which courts may compel arbitration. In analyzing the statute, the SJC focused on a provision that instructs courts to "proceed summarily to the determination of the issue" when a party challenges the existence or enforceability of an arbitration agreement. The SJC interpreted the statute to require that where the parties dispute the validity of an arbitration agreement, the trial court must conduct an expedited hearing involving the analysis of evidence, not merely legal argument.

The SJC's decision in *St. Fleur* provides a road map for courts to follow whenever the circumstances of the execution of an arbitration agreement are challenged. The case also reminds employers to distribute significant employment policies in a way that gives employees an adequate opportunity to review and understand them before signing them and enables the employer to prove the circumstances of distribution.

Court Holds That High Tech Company Must Allow Employees One Day Off Per Week

A recent decision from the Superior Court gives a very broad interpretation to a rarely addressed Massachusetts statute that requires some employers to provide their employees with one day of rest in every seven days. In *Bujold v. EMC Corporation*, the Court held that the plaintiff worked at a "mechanical establishment," and therefore was protected by the statute because, according to the Court, the computers used in his job as a technology support engineer were "machines."

EMC terminated Kevin Bujold's employment when he refused to work eight consecutive days without a day off. Bujold contended that EMC's actions violated Massachusetts General Laws ch. 149, § 48, a statute passed in 1913 that requires employers to provide one day of rest in seven to all employees working in a "manufacturing, mechanical, or mercantile establishment or workshop." Bujold also claimed that EMC violated a provision of Massachusetts General Laws 149, § 148A, the Massachusetts Payment of Wages Act (Wage Act), by firing him in retaliation for his refusal to work eight consecutive days. EMC acknowledged that it terminated Bujold for refusing to work eight days in a row, but argued that the office building and laboratory space in which Bujold worked are not among the types of premises to which the day of rest statute applies.

The Court analyzed whether Bujold worked in a "mechanical establishment," defined as "premises . . . where machinery is employed in connection with any work or process carried on therein." The Court concluded that it needed only to address whether Bujold's use of desktop computers and a storage array, which the Court characterized as a "massive computer," constituted the "employment of machinery" in connection with his work. Relying on dictionary definitions of "machine" and the observation that IBM, "the company which essentially gave birth to the computer," includes the word "machines" in its name, the Court held that computers are, as a matter of law, machines and that the EMC facility in which Bujold worked is a mechanical establishment under the statute. The Court declined to consider EMC's argument that under this interpretation, even a law firm could be a "mechanical establishment" because the employees of law firms often use computers in performing their work.

The Court's very broad interpretation of the word "machine" and of the definition of "mechanical establishment" under the statute could have ramifications for nearly all Massachusetts employers, including companies that are not traditionally considered to be in the manufacturing, mechanical, and mercantile industries. All employers therefore should exercise caution in requiring employees to work more than six consecutive days and in disciplining them for refusing to do so.

District Court Affirms Employer's Exercise of Discretion Under Commission Plan

The District Court recently reaffirmed an employer's freedom to adopt flexible compensation policies by holding that an employer did not violate the Massachusetts Wage Act when it adjusted an employee's commission compensation on a sale.

Frank Vonachen worked for Computer Associates International (CA) as an at-will sales executive, earning a base salary plus commissions governed by the company's Compensation Plan. In December 2003, Vonachen's sales team booked a $35 million order. To calculate the team's compensation on the sale, CA adjusted the "Booking Value," a formula used to calculate sales commissions under the Plan. As a result, Vonachen received a $290,000 commission, instead of the $528,000 commission he would have received had CA made no adjustment.

When Vonachen asked his manager for an explanation, the manager allegedly replied, "You made a lot of money; you should be happy you have a job. Keep your mouth shut." In a subsequent reorganization, CA reassigned Vonachen to northwestern Massachusetts and declined to consider him for an account director position. Vonachen resigned and sued, asserting claims under the Wage Act for unpaid commissions and retaliation.

In analyzing Vonachen's claims for commissions, the Court noted that CA's Plan explicitly gave the company discretion to adjust the Booking Value of transactions. In particular, the Plan provided that CA had "the right to determine in its *sole and absolute discretion* whether the requirements for payment of Commissions" had been satisfied and that "its decision will be final and binding." Thus, the Court held that Vonachen could not establish that the adjustment to his commissions violated the Wage Act. The Court also found that Vonachen's claim failed because the Plan included a Single Transaction Limit on commissions.

In support of his retaliation claim, Vonachen alleged that after he complained about his commission reduction, CA reassigned him

to an unfavorable geographic sales territory, executives treated him coldly when he sought an account director position, and his manager ignored him. The Court dismissed the claim, finding that the reassignment did not constitute a reduction in authority or seniority and that Vonachen's dissatisfaction with his new assignment was not the sort of tangible adverse action required to support a retaliation claim. The Court also held that even if CA management did ignore Vonachen or treat him coldly after his complaint, such conduct was not an adverse action because it simply was not so intolerable, difficult, or unpleasant that a reasonable person would have felt compelled to resign.

This decision emphasizes that an employer may adopt commission programs that include discretionary components conferring substantial flexibility to adjust compensation in good faith. Although employer-friendly, this decision also reminds businesses that the Wage Act prohibits retaliation. Employers must be mindful that employment decisions made after an employee engages in protected activity, which includes complaints about the payment of wages, may give rise to such claims.

Business Escapes Liability for Overbroad Criminal History Request

A recent District Court case addresses whether a company that does not directly employ an individual may be liable for violations of Chapter 151B on the theory that it was the individual's "de facto" employer. While the Court determined that liability may arise in such circumstances, it ultimately found for the defendants, ruling that the plaintiff failed to show that the defendants exercised pervasive control over the prospective employment relationship.

The claims in *Baldwin v. Pilgrim Nuclear Power Station* arose out of a refusal by Pilgrim and its parent company, Entergy, to provide access privileges to Judith Baldwin to perform temporary work at the Pilgrim nuclear facility. Entergy engaged Williams Services Group to supply workers to assist with the replacement of fuel rods at the plant. Baldwin was among the Williams employees proposed for the project. To be cleared for employment at the plant, workers had to complete a form that solicited information about, among other things, criminal charges or arrests. After receiving an FBI report that conflicted with the information Baldwin provided, Entergy met with her to discuss the discrepancy. Based on Baldwin's evasive answers and combative attitude, Entergy denied Baldwin access privileges to the plant.

After an unsuccessful MCAD charge, Baldwin filed a lawsuit asserting multiple claims against Pilgrim and Entergy, including a violation of Chapter 151B, § 4(9), which limits the types of criminal history information that employers may solicit from applicants or employees. Baldwin alleged that the defendants violated the statute by excluding her from the power plant based on her failure to furnish information about an arrest from which no conviction resulted. Though Entergy would not have been Baldwin's employer for purposes of the temporary assignment at the plant, she argued that her request for access privileges constituted an application for "de facto" employment. The Court assumed that Chapter 151B may prohibit discrimination in such "de facto" employment relationships, but found that Baldwin had no such relationship with Pilgrim or Entergy. The Court found that, despite their heavy involvement in the manner and means by which temporary workers were chosen for the project, there was no evidence that Pilgrim or Entergy exercised "pervasive control" over any other aspect of Baldwin's actual or prospective employment. The Court found that Williams, Baldwin's true employer, controlled all other aspects of her employment. In addition, the Court noted that Entergy's denial of access privileges to Baldwin did not prevent Williams from assigning her to other projects at other facilities.

This case is important because it makes clear that a "de facto" employment relationship may give rise to claims under Chapter 151B. An employer should, therefore, not assume that the provisions of the statute will not apply simply because a worker is provided by another company or is not on the employer's payroll. As the Court observed in this case, the potential for liability under antidiscrimination statutes will often turn on the degree of control that a defendant exercised over a worker.

Wage Act Claim by Employee Misclassified as an Independent Contractor Dismissed Due to Lack of Damages

Compliance with the Massachusetts Wage Act – like its federal counterpart, the Fair Labor Standards Act – presents a special challenge for employers. Despite their best efforts and good intentions, companies frequently misclassify employees as exempt from overtime requirements or as independent contractors, resulting in minimum wage and overtime exposure. A recent decision by the Superior Court offers some relief for well-meaning employers. In *Somers v. Converged Access, Inc.,* the Court found that although the

employer had improperly classified the plaintiff as an independent contractor, his claim under the Wage Act failed because he earned more as a contractor than he would have as an employee, and therefore could not establish any damages as a result of the misclassification.

In analyzing the Wage Act claim, the Court found it significant that the employer had salaried a position with the same job duties as those performed by the plaintiff as a contractor. Because the work that the plaintiff performed was not "outside the usual course of [the employer's] business," and because the plaintiff performed the work at the employer's regular place of business, the employer could not satisfy the strict state law requirements for independent contractor status. The Court concluded that the plaintiff was misclassified and should have been treated as an employee. Usually, a finding that the employer misclassified a worker would lead to a judgment in favor of the plaintiff, but in *Somers* the Court took the additional step of evaluating damages and found in the employer's favor.

The plaintiff had sought damages for failure to pay overtime and premium holiday rates and failure to provide employee benefits. The employer provided evidence to establish that the employee earned more as an independent contractor than he would have as an employee, even accounting for lost benefits. The plaintiff produced no evidence to rebut the employer's calculations, and the Court rejected his argument that he was entitled to compensation under the Wage Act for lost job opportunities and emotional distress. Because the plaintiff could not show actual monetary damages, the Court dismissed his claim.

This case represents a positive development for employers but ultimately may have limited impact because the lack of damages is not typical of misclassification cases. Employers should carefully consider classification issues and seek legal advice on borderline positions to minimize exposure posed by improper classification.

Shouting and Non-Threatening Gesture Do Not Constitute Violation of Civil Rights Act

In *Meuser v. Federal Express Corporation*, the District Court found that friction, unpleasantness, and occasional shouting in the workplace are insufficient to give rise to an MCRA violation or a constructive discharge claim. David Meuser worked as a delivery truck driver for Federal Express. In September 2003, FedEx issued a written warning to Meuser and assigned him to a new route following a customer's complaint about his behavior. Meuser later received a second written warning for making unfavorable statements about his route to FedEx customers. In November 2003, Meuser submitted two letters to FedEx, one requesting his personnel file and the other requesting an explanation for a delay in the payment of a tuition reimbursement. Meuser subsequently met with his supervisor, Lisa Patterson, who explained that she found the tone of his letters disrespectful. According to Meuser, Patterson slammed her hands on the table and shouted at him, terrifying him and causing him to withdraw his letters. Several days later Meuser resigned, but then unsuccessfully attempted to rescind his resignation.

Meuser filed suit against FedEx claiming violations of the MCRA and discharge in violation of public policy. FedEx moved for summary judgment, arguing that the facts did not support a finding that any action taken against Meuser amounted to the "threats, intimidation or coercion" necessary to create an objectively reasonable fear of harm. The District Court agreed, holding that a collection of minor, possibly harassing incidents are insufficient to satisfy the MCRA's threatening or coercive conduct requirement, particularly where there is little evidence of an intent to intimidate the plaintiff. Noting that the plaintiff had presented no evidence of the physical, moral, or economic pressure usually required for recovery, the Court determined that Patterson's alleged outburst may have approached the line, but standing alone it did not constitute threatening or intimidating behavior. The Court found that a single physical gesture and comment, unless more overtly physical or verbally threatening than present in this case, cannot form the basis of an objectively reasonable belief of harm.

The Court also found that Meuser could not substantiate a constructive discharge because his working conditions did not approach the level of intolerability required to support the claim. Moreover, Meuser's attempt to rescind his resignation and return to FedEx confirmed that his subjective feelings were inconsistent with his charge.

This case outlines the standard for MCRA liability and provides employers with a defense against charges based upon unpleasant conduct by supervisors. The decision emphasizes that MCRA and constructive discharge claims will only be viable when workplace conduct is severely abrasive.

Table of Cases

Baldwin v. Pilgrim Nuclear Power Station, No. 06-10856-RGS, 2008 U.S. Dist. LEXIS 572 (D. Mass. Jan. 4, 2008).

Bujold v. EMC Corp., 23 Mass. L. Rptr. 347 (2007).

Ciccarelli v. Sch. Dep't of Lowell, 70 Mass. App. Ct. 787 (2007).

Mass. Bay Transp. Auth. v. Mass. Comm'n Against Discrimination, 450 Mass. 327 (2008).

Meuser v. Fed. Express Corp., 524 F. Supp. 2d 142 (2007).

Rodrigues v. The Scotts Co., No. 07-10104-GAO, 2008 U.S. Dist. LEXIS 6682 (D. Mass. Jan. 30, 2008).

St. Fleur v. WPI Cable Sys., 450 Mass. 345 (2008).

Somers v. Converged Access, Inc., No. MICV2006-01727-B (Mass. Super. Jan. 18, 2008).

Vonachen v. Computer Assocs. Int'l, 524 F. Supp. 2d 129 (2007).

For coverage of pending legislation that would make treble damages mandatory for wage and hour violations in Massachusetts, see Seyfarth Shaw's One Minute Memos at http://www.seyfarth.com/omm022108/ and http://www.seyfarth.com/omm022608/.

Next *Massachusetts Employment & Labor Law Report:* **June 16, 2008.**

Boston Office Labor & Employment and Employee Benefits Attorneys

Richard L. Alfred
617-946-4802
ralfred@seyfarth.com

Anthony S. Califano
617-946-4925
acalifano@seyfarth.com

Ariel D. Cudkowicz
617-946-4884
acudkowicz@seyfarth.com

Lisa J. Damon
617-946-4880
ldamon@seyfarth.com

Brigitte M. Duffy
617-946-4808
bduffy@seyfarth.com

C.J. Eaton
617-946-4903
ceaton@seyfarth.com

Andrew L. Eisenberg
617-946-4909
aeisenberg@seyfarth.com

Dana L. Fleming
617-946-4987
dfleming@seyfarth.com

Lynn Kappelman
617-946-4888
lkappelman@seyfarth.com

Daniel B. Klein
617-946-4840
dklein@seyfarth.com

Erin S. Martino
617-946-4927
emartino@seyfarth.com

Kristin G. McGurn
617-946-4858
kmcgurn@seyfarth.com

Barry J. Miller
617-946-4806
bmiller@seyfarth.com

Leah M. Moore
617-946-4990
lemoore@seyfarth.com

Katherine E. Perrelli
617-946-4817
kperrelli@seyfarth.com

Krista Green Pratt
617-946-4850
kpratt@seyfarth.com

Dawn Solowey
617-946-4800
dsolowey@seyfarth.com

Diane M. Soubly
617-946-4899
dsoubly@seyfarth.com

Karen A. Thompson
617-946-4967
kthompson@seyfarth.com

Sarah N. Turner
617-946-4942
sturner@seyfarth.com

Business Immigration

Salomon Chiquiar-Rabinovich
617-946-4805
schiquiarrabinovich@seyfarth.com

Dyann DelVecchio
617-946-4911
ddelvecchio@seyfarth.com

John F. Quill
617-946-4913
jquill@seyfarth.com

Russell B. Swapp
617-946-4905
rswapp@seyfarth.com

Employee Benefits

Arthur S. Meyers
617-946-4980
asmeyers@seyfarth.com

Sonia Macias Steele
(617) 946-4854
ssteele@seyfarth.com

ATLANTA
One Peachtree Pointe
1545 Peachtree Street, N.E.
Suite 700
Atlanta, GA 30309-2401
404-885-1500
404-892-7056 fax

BOSTON
Two Seaport Lane, Suite 300
Boston, MA 02210-2028
617-946-4800
617-946-4801 fax

CHICAGO
131 South Dearborn Street
Suite 2400
Chicago, IL 60603-5577
312-460-5000
312-460-7000 fax

HOUSTON
700 Louisiana Street
Suite 3700
Houston, TX 77002-2797
713-225-2300
713-225-2340 fax

LOS ANGELES
One Century Plaza, Suite 3300
2029 Century Park East
Los Angeles, CA 90067-3063
310-277-7200
310-201-5219 fax

NEW YORK
620 Eighth Avenue
New York, NY 10018-1405
212-218-5500
212-218-5526 fax

SACRAMENTO
400 Capitol Mall, Suite 2350
Sacramento, CA 95814-4428
916-448-0159
916-558-4839 fax

SAN FRANCISCO
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930
415-397-2823
415-397-8549 fax

WASHINGTON, D.C.
815 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006-4004
202-463-2400
202-828-5393 fax

BRUSSELS
Boulevard du Souverain 280
1160 Brussels, Belgium
(32) (2) 647 60 25
(32) (2) 640 70 71 fax